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Attorneys for Defendants listed on Exhibit 1

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:

The Litigation Practice Group P.C.,

Debtor.

Richard A. Marshack, Trustee of the LPG
Liquidation Trust,

Plaintiff,

v.

Oxford Knox, LLC, a Delaware limited liability company; Buffalo 21 Partners, Inc., a Wyoming corporation; Jason Dovalina, individually; Rachel Dovalina, individually; Syed Faisal Gilani aka Sye Gilani, individually; BAE Enterprises, Inc., a Wyoming corporation; Samson Ly, individually; BEW Solar Management, LLC, a California limited liability company; Lexicon Consulting, LLC, a Colorado Limited Liability Company; United Partnerships, LLC, a Florida Limited Liability Company; Ventura Consulting, LLC, a Nevada limited liability company; Matthew Church, individually; Frank Brown, individually; Validation, LLC, a terminated California limited liability company; Spectrum Payment Solutions, LLC, a California limited liability company; Home Energy Solutions, Inc., a California corporation; JNR Services, Inc., a California corporation; C.A.T. Exteriors, Inc., an Arizona corporation; AZLS Enterprises, Inc, a California corporation; and INVESTLINC Wealth Services, Inc., a California corporation,
Defendants.

Chapter 11

Case No. 8:23-bk-10571-SC

Adv No. 8:25-ap-01208-SC

**REQUEST FOR JUDICIAL NOTICE AND
DECLARATION OF DAVID M.
GOODRICH IN SUPPORT THEREOF**

**[Filed contemporaneously with the
Defendants' Motion to Dismiss]**

JUDGE

Hon. Scott Clarkson

DATE: October 1, 2025

TIME: 1:00 p.m.

PLACE: Courtroom 5C/Via ZoomGov
411 West Fourth Street
Santa Ana, CA 92701

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY
JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, PLAINTIFF AND HIS
COUNSEL, AND ALL OTHER INTERESTED PARTIES:**

Defendants Lexicon Consulting, LLC, a Colorado limited liability company, United Partnerships, LLC, a Florida limited liability company, and Ventura Consulting, LLC, a Nevada limited liability company (“Defendants”), hereby requests, pursuant to Federal Rule of Evidence 201, that the Court take judicial notice of the following items:

1. Voluntary Petition filed in the bankruptcy case on March 19, 2023 [main case dkt. 1], a true and correct copy of which is attached hereto as Exhibit 1.

2. Complaint filed in this adversary proceeding on March 19, 2025 [A.P. case dkt. 1], a true and correct copy of which is attached hereto as Exhibit 2.

3. First Amended Complaint filed in this adversary proceeding on March 19, 2025 [A.P. case dkt. 4], a true and correct copy of which is attached hereto as Exhibit 3.

4. Summons and Notice of Status Conference in Adversary Proceeding [LBR 7004-1] filed in this adversary proceeding on April 14, 2025 [A.P. case dkt. 8], a true and correct copy of which is attached hereto as Exhibit 4.

5. The docket for this adversary proceeding, a true and correct copy of which is attached hereto as Exhibit 5.

6. Stipulation By Richard A. Marshack and Defendants I) allowing Amendment to Complaint; II) dismissing certain Defendants without Prejudice; III) extending remaining Defendants' time to Answer and other Deadlines; and IV) Rescheduling Status Conference from August 21 2025 to September 16, 2025, filed on August 8, 2025 [A.P. case dkt. 24], a true and correct copy of which is attached hereto as Exhibit 6.

7. Second Amended Complaint filed in this adversary proceeding on August 13, 2025 [A.P. case dkt. 30], a true and correct copy of which is attached hereto as Exhibit 7.

8. The number of days from March 19, 2025 to August 13, 2025 is 147 days.

1 Dated: August 18, 2025

GOLDEN GOODRICH LLP

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By: /s/ David M. Goodrich
David M. Goodrich
Anerio V. Altman
Attorneys for Defendants

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DECLARATION OF DAVID M. GOODRICH

I, David M. Goodrich, declare as follows:

1. I am a partner of Golden Goodrich LLP, attorneys of record for certain defendants in the above captioned adversary proceeding. I am licensed to practice before this Court and the courts of the State of California. I know each of the following facts to be true of my own personal knowledge, except as otherwise stated and, if called as a witness, I could and would competently testify with respect thereto.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Voluntary Petition filed in the bankruptcy case on March 19, 2023 [main case dkt. 1].

3. Attached hereto as Exhibit 2 is a true and correct copy of the Complaint filed in this adversary proceeding on March 19, 2025 [A.P. case dkt. 1].

4. Attached hereto as Exhibit 3 is a true and correct copy of the First Amended Complaint filed in this adversary proceeding on March 19, 2025 [A.P. case dkt. 4].

5. Attached hereto as Exhibit 4 is a true and correct copy of the Summons and Notice of Status Conference in Adversary Proceeding [LBR 7004-1] filed in this adversary proceeding on April 14, 2025 [A.P. case dkt. 8].

6. Attached hereto as Exhibit 5 is a true and correct copy of the docket for this adversary proceeding, a true and correct copy of which is attached hereto as Exhibit 5.

7. Attached hereto as Exhibit 6 is a true and correct copy of the Stipulation By Richard A. Marshack and Defendants I) allowing Amendment to Complaint; II) dismissing certain Defendants without Prejudice; III) extending remaining Defendants' time to Answer and other Deadlines; and IV) Rescheduling Status Conference from August 21 2025 to September 16, 2025, filed on August 8, 2025 [A.P. case dkt. 24].

8. Attached hereto as Exhibit 7 is a true and correct copy of the Second Amended Complaint filed in this adversary proceeding on August 13, 2025 [A.P. case dkt. 30].

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1 9. The number of days from March 19, 2025 to August 13, 2025 is 147 days.

2 I declare under penalty of perjury that the foregoing is true and correct.

3 Executed on this 18th day of August 2025 at Honolulu, Hawaii.

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/s/ David M. Goodrich

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DAVID M. GOODRICH

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Exhibit 1

Fill in this information to identify the case.

United States Bankruptcy Court for the:

Central District of California

(State)

Case number (if known): Chapter

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name The Litigation Practice Group P.C.

2. All other names debtor used in the last 8 years
Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 83 - 3885343

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
17542 17th St., Ste 100	
Number Street	Number Street
Tustin CA 92780	P.O. Box
City State ZIP Code	Tustin
	City State ZIP Code
Orange	Location of principal assets, if different from principal place of business
County	Number Street
	City State ZIP Code

5. Debtor's website (URL)

Debtor	The Litigation Practice Group P.C.	Case number (if known)
6. Type of debtor	<input checked="" type="checkbox"/> Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) <input type="checkbox"/> Partnership (excluding LLP) <input type="checkbox"/> Other. Specify: _____	
7. Describe debtor's business	<p>A. Check one:</p> <p><input type="checkbox"/> Health Care Business (as defined in 11 U.S.C. § 101(27A))</p> <p><input type="checkbox"/> Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))</p> <p><input type="checkbox"/> Railroad (as defined in 11 U.S.C. § 101(44))</p> <p><input type="checkbox"/> Stockbroker (as defined in 11 U.S.C. § 101(53A))</p> <p><input type="checkbox"/> Commodity Broker (as defined in 11 U.S.C. § 101(6))</p> <p><input type="checkbox"/> Clearing Bank (as defined in 11 U.S.C. § 781(3))</p> <p><input checked="" type="checkbox"/> None of the above</p> <p>B. Check all that apply:</p> <p><input type="checkbox"/> Tax-exempt entity (as described in 26 U.S.C. § 501)</p> <p><input type="checkbox"/> Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)</p> <p><input type="checkbox"/> Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))</p> <p>C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes.</p>	
8. Under which chapter of the Bankruptcy Code is the debtor filing?	<p>Check one:</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11. Check all that apply:</p> <p><input type="checkbox"/> The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).</p> <p><input type="checkbox"/> The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).</p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).</p> <p><input type="checkbox"/> The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.</p> <p><input type="checkbox"/> The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.</p> <p><input type="checkbox"/> Chapter 12</p>	

Debtor The Litigation Practice Group P.C. Case number (if known) _____
Name _____

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? ☒ No
☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY
If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☒ No
☐ Yes. Debtor _____ Relationship _____
District _____ When _____
MM / DD / YYYY
List all cases. If more than 1, attach a separate list. Case number, if known _____

11. Why is the case filed in this district? Check all that apply:
☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property? _____
Number _____ Street _____
City _____ State ZIP Code _____

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

Debtor The Litigation Practice Group P.C.

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|----------------------------------|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 26,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING — Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both, 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 03/30/2023

x

Signature of authorized representative of debtor

Title Managing Shareholder

Daniel S. March

Printed name

Debtor	The Litigation Practice Group P.C.		Case number (if known)	
<hr/>				
18. Signature of attorney	x 	Date	03/23/2023	
	Signature of attorney for debtor		MM / DD / YYYY	
	Joon M. Khang			
	Printed name			
	KHANG & KHANG LLP			
	Firm name			
	4000 Barranca Parkway, Suite 250			
	Number	Street		
	Irvine	City	CA	92604
			State	ZIP Code
	(949) 419-3834		joon@khanglaw.com	
	Contact phone		Email address	
	188722		CA	
	Bar number		State	

Exhibit 2

Christopher Celentino (131688)
Yosina M. Lissebeck (State Bar No. 201654)
Christopher B. Ghio (State Bar No. 259094)
DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Telephone: 619.400.0500
Facsimile: 619.400.0501
christopher.celentino@dinsmore.com
yosina.lissebeck@dinsmore.com
christopher.ghio@dinsmore.com

Tyler Powell (Ky. Bar No. 90520 – Admitted pro hac vice)
DINSMORE & SHOHL, LLP
100 West Main Street, Suite 900
Lexington, KY 40507
Telephone: 859-425-1056
Facsimile: 859-425-1099
tyler.powell@dinsmore.com

Special Counsel to Richard A. Marshack,
Trustee of the LPG Liquidation Trust

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re: Chapter 11

The Litigation Practice Group P.C.,

Case No.: 8:23-bk-10571-SC

Debtor(s).

Adv. No: 8:24-ap-____-SC

Richard A. Marshack, Trustee of the LPG
Liquidation Trust,

TRUSTEE’S COMPLAINT FOR:

Plaintiff,

v.

**(1) AVOIDANCE, RECOVERY, AND
PRESERVATION OF PREFERENTIAL
TRANSFERS MADE TO OR FOR
CERTAIN DEFENDANTS MADE
WITHIN NINETY DAYS OF THE
PETITION DATE;**

Oxford Knox, LLC, a Delaware limited liability
company; Buffalo 21 Partners, Inc., a Wyoming
corporation; Rick Emmett, individually; Ryan
Taylor Connet, individually; Obrik, Inc., a
Wyoming corporation; Albright, Inc., a Florida
corporation; Jason Dovalina, individually; Rachel
Dovalina, individually; Final Season, Inc., a
California corporation; Factor In, Inc., a California
corporation; Syed Faisal Gilani aka Sye Gilani,
individually; BAE Enterprises, Inc., a Wyoming
corporation; Rose Bianca Loli, individually;
Decacorn Holdings, Inc., a California limited
liability company; Samson Ly, individually; BEW
Solar Management, LLC, a California limited

**(2) AVOIDANCE, RECOVERY, AND
PRESERVATION OF POST-PETITION
TRANSFERS MADE TO OR FOR THE
BENEFIT OF CERTAIN DEFENDANTS;**

**(3) AVOIDANCE OF DEBTOR’S
EXECUTION OF REPAYMENT
AGREEMENT WITH DEFENDANT
OXFORD KNOX, LLC PURSUANT TO
11 U.S.C. §§ 548(a), 550, AND 551;**

**(4) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT**

liability company; Sean Stephens, individually;
Lexicon Consulting, LLC, a California corporation;
Daniel Lansdale, individually; United Partnerships,
LLC, a California corporation; Ventura Consulting,
LLC, a Nevada limited liability; Matthew Church,
individually; Frank Brown, individually;
Validation, Partners LLC, a Florida limited liability
company; Innovative Solutions, LLC, a Wyoming
corporation; MRJR20 Partners, LLC, a California
limited liability company; MFCR, Investments,
LLC, a Florida limited liability company; Lifesize,
Inc., a Wyoming corporation.; Karrington, Inc., a
Wyoming corporation; Spectrum Payment
Solutions, LLC, a California limited liability
company; Jason D. Williams, individually; Home
Energy Solutions, Inc., a California corporation;
The Coelho Irrevocable Life Insurance Trust, a
California trust; JNR Services, Inc., a California
corporation; C.A.T. Exteriors, Inc., an Arizona
corporation; AZLS Enterprises, Inc, a California
corporation; A Solution Debt Relief, Inc., a
Wyoming corporation and INVESTLINC Wealth
Services, Inc., a California corporation;

Defendant(s).

**TRANSFER(S) PURSUANT TO 11 U.S.C.
§§ 548(a)(1), 550, AND 551;**

**(5) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFER(S) PURSUANT TO 11 U.S.C.
§§ 548(a)(2), 550, AND 551;**

**(6) AVOIDANCE, PRESERVATION,
AND RECOVERY OF VOIDABLE
TRANSFERS MADE WITH INTENT TO
DEFRAUD [11 U.S.C. §§ 544, 550, 551;
CAL. CIV. CODE §§ 3439.04(a)(1) AND
3439.07];**

**(7) AVOIDANCE, PRESERVATION,
AND RECOVERY OF VOIDABLE
TRANSFERS MADE WITH NO INTENT
TO DEFRAUD [11 U.S.C. §§ 544, 550, 551;
CAL. CIV. CODE §§ 3439.04(a)(2),
3439.05, AND 3439.07];**

**(8) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFERS MADE TO OR FOR THE
BENEFIT OF DEFENDANTS GILANI
AND DOVALINA ARISING FROM USE
OF AMERICAN EXPRESS CARD; and**

**(9) OBJECTION TO PROOF OF CLAIM
NO. 818 OF OXFORD KNOX, LLC**

Judge: Hon. Scott C. Clarkson
Dept: 5C

For his *Complaint for (1) Avoidance, recovery, and preservation of preferential transfers made to or for certain defendants made within ninety days of the petition date; (2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain defendants; (3) Avoidance of Debtor's execution of repayment agreement with defendant Oxford Knox, LLC pursuant to 11 U.S.C. §§548(a), 550, and 551; (4) Avoidance, recovery, and preservation of fraudulent transfers(s) pursuant to 11 U.S.C. §§548(a)(1), 550, and 551; (5) Avoidance, recovery, and preservation of fraudulent transfer(s) to 11 U.S.C. §§548(a)(2), 550, and 551; (6) Avoidance, preservation, and recovery of voidable transfers made with intent to defraud [11 U.S.C. §§544, 550, 551; Cal. Civ Code §§3439.04(a)(1) and 3439.07] (7) Avoidance, preservation, and recovery of voidable transfers made with no intent to defraud [11 U.S.C. §§544, 550, 551; Cal. Civ. Code*

1 §§3439.04(a)(2), 3439.05, and 3439.07]; (8) Avoidance, recovery, and preservation of fraudulent
2 transfers made to or for the benefit of Defendants Gilani and Dovalina arising from use of American
3 Express Card; and (9) Objection to Proof of Claim No. 818 of Oxford Knox, LLC (the “Complaint”),
4 plaintiff Richard A. Marshack, the former Chapter 11 Trustee for the bankruptcy estate (“Estate”) of
5 debtor The Litigation Practice Group P.C. (“Debtor” or “LPG”) and Trustee of the LPG Liquidation
6 Trust (collectively, “Trustee” or “Plaintiff”) in the above-captioned bankruptcy case (the “Bankruptcy
7 Case”), alleges and avers as follows:

8 **STATEMENT OF JURISDICTION, NATURE OF PROCEEDING, AND VENUE**

9 1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 157(b)(2)(A),
10 (E), (H) and (O), 1334(b), and General Order No. 13-05 of the District Court for the Central District
11 of California because this is a core proceeding arising in and/or related to the Bankruptcy Case,
12 which is a case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), and
13 which is pending in the United States Bankruptcy Court for the Central District of California, Santa
14 Ana Division (the “Court”).

15 2. Regardless of whether this proceeding is core, non-core, or otherwise, the Plaintiff
16 consents to the entry of a final order and judgment by the Bankruptcy Court.

17 3. Defendants are hereby notified that Rule 7008 of the Federal Rules of Bankruptcy
18 Procedure requires them to plead whether consent is given to the entry of a final order and judgment
19 by the bankruptcy court.

20 4. Venue of this adversary proceeding properly lies in this judicial district pursuant to
21 28 U.S.C. § 1409(a) because this proceeding is related to the Debtor’s pending Bankruptcy Case.

22 **THE PARTIES**

23 5. Debtor LPG is, and at all material times was, a professional corporation organized,
24 existing, and in good standing under the laws of the State of California, with its principal place of
25 business in Tustin, California.

26 6. Defendant Oxford Knox, LLC is, and at all material times represented that it was, a
27 Delaware - domestic limited liability company (“Oxford Knox”).

28 7. Defendant Oxford Knox may be served by first class mail postage prepaid upon its

Partnership Representative: Richard R. Emmett, 251 Little Falls Drive, Wilmington, Delaware 19808.

8. Defendant Buffalo 21 Partners, Inc. is, and at all material times represented that it was, a Wyoming - domestic corporation, ("Buffalo 21").

9. Defendant Buffalo 21 may be served by first class mail postage prepaid upon its CEO: Richard R. Emmett, 1309 Coffeen Avenue, Suite 1200, Sheridan, Wyoming 82801.

10. Defendant Rick Ronald Emmett is, and at all material times represented that he was, an individual residing in the state of California ("Emmett").

11. Defendant Emmett may be served by first class mail postage prepaid upon himself; 10 Pointe Drive, Suite 150, Brea, California 92821.

12. Defendant Ryan Taylor Connet is, and at all material times represented that he was, an individual residing in the state of California ("Connet").

13. Defendant Connet may be served by first class mail postage prepaid upon himself; 4155 E. La Palma Avenue, Anaheim, California 92807.

14. Defendant Obrik, Inc. is, and at all material times represented that it was, a Wyoming – domestic corporation ("Obrik").

15. Defendant Obrik may be served by first class mail postage prepaid upon its registered agent: Cloud Peak Law; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.

16. Defendant Albright, Inc. is, and at all material times represented that it was, a Florida – domestic corporation ("Albright").

17. Defendant Albright may be served by first class mail postage prepaid upon its registered agent: William J. Albright; 701 Aqui Esta Drive, #263, Punta Gorda, Florida, 33951.

18. Defendant Jason Dovalina is, and at all material times represented that he was, an individual residing in the state of California ("Jason Dovalina").

19. Defendant Jason Dovalina, may be served by first class mail postage prepaid upon himself; 128 W. Santa Fe Avenue, Suite C, Placentia, California 92870-5632.

20. Defendant Rachel Dovalina is, and at all material times represented that she was, an individual residing in the state of California ("Rachel Dovalina").

21. Defendant Rachel Dovalina, may be served by first class mail postage prepaid upon

1 herself; 736 Oceanview Drive, Fullerton, California 92832.

2 22. Defendant The Final Season, Inc. is, and at all material times represented that it was,
3 a California – domestic corporation (“Final Season”).

4 23. Defendant Final Season may be served by first class mail postage prepaid upon its
5 agent; 5716 Corsa Avenue S. 110, West Lake Village, California 91362.

6 24. Defendant Factor In, Inc. is, and at all material times represented that it was, a
7 California – domestic corporation (“Factor In”).

8 25. Defendant Factor In may be served by first class mail postage prepaid upon its
9 registered agent: Sye Gilani; 7651 Greenock Way, Riverside, California 92508.

10 26. Defendant Syed Faisal Gilani aka Sye Gilani is, and at all material times represented
11 that he was, an individual residing in the state of California (“Gilani”).

12 27. Defendant Gilani may be served by first class mail postage prepaid upon himself: 7651
13 Greenock Way, Riverside, California 92508.

14 28. Defendant Bae Enterprises, Inc. is, and at all material times represented that it was, a
15 Wyoming - domestic corporation (“Bae Enterprises”).

16 29. Defendant Bae Enterprises may be served by first class mail postage prepaid upon its
17 registered agent: Cloud Peak Law, LLC, 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming
18 82801.

19 30. Defendant Rose Bianca Loli is, and at all material times represented that she was, an
20 individual residing in the state of California (“Loli”).

21 31. Defendant Loli may be served by first class mail postage prepaid upon herself: 33741
22 Alcazar Drive, Dana Point, California 92629 or 1220 Ensenada Avenue, Laguna Beach, California
23 92651.

24 32. Defendant Decacorn Holdings, LLC is, and at all material times represented that it
25 was, a California – domestic limited liability company (“Decacorn Holdings”).

26 33. Defendant Decacorn may be served by first class mail postage prepaid upon its
27 registered agent: Dana Fang, 2520 Venture Oaks Way, Suite 120, Sacramento, California 95833.

28 34. Defendant Samson Ly is, and at all material times represented that he is a resident of

1 California (“Ly”).

2 35. Defendant Ly may be served by first class mail postage prepaid upon himself: 208 S.
3 Moore Avenue, Apt. D, Monterey Park, California 91754.

4 36. Defendant BEW Solar Management, LLC is, and at all material times represented that
5 it was, a California – domestic limited liability company (“BEW Solar”).

6 37. Defendant BEW Solar may be served by first class mail postage prepaid upon its
7 manager: Sean M. Stephens, 2560 N. Synergy Avenue, Eagle, Idaho 83616.

8 38. Defendant Sean M. Stephens is, and at all material times represented that he was, an
9 individual residing in Idaho (“Stephens”).

10 39. Defendant Stephens may be served by first class mail postage prepaid upon himself:
11 2560 N Synergy Ave, Eagle, Idaho 83616.

12 40. Defendant Lexicon Consulting, Inc. is, and at all material times represented that it was,
13 a California – domestic corporation (“Lexicon”).

14 41. Defendant Lexicon may be served by first class mail postage prepaid upon its
15 registered agent: Jamie Latshaw, 266 S Magnolia Avenue, Suite 202, El Cajon, California 92020.

16 42. Defendant Daniel Lansdale is, and at all material times was, an individual residing in
17 the state of California (“Lansdale”).

18 43. Defendant Lansdale may be served by first class mail postage prepaid upon himself;
19 515 W. Commonwealth Avenue, Suite 211, Fullerton, California 92832.

20 44. Defendant United Partnerships, Inc. is, and all material times represented that it was,
21 a California, - domestic corporation (“United Partnerships”).

22 45. Defendant United Partnerships may be served by first class mail postage prepaid upon
23 its registered agent: 7300 Lennox Avenue, Room J-14, Van Nuys, CA 91405.

24 46. Defendant Ventura Consulting, LLC is, and at all material times represented that it
25 was, a Nevada - domestic limited liability company (“Ventura”).

26 47. Defendant Ventura may be served by first class mail postage prepaid upon its member
27 Matthew Church; 708 Grandview Avenue, Fullerton, California 92832 and 10620 Southern
28 Highlands Parkway, Suite 110-18, Las Vegas, Nevada 89141.

1 48. Defendant Matthew Church is, and at all material times represented that he was an
2 individual residing in the states of California and Nevada (“Church”)

3 49. Defendant Church may be served by first class postage prepaid upon himself; 708
4 Grandview Avenue, Fullerton, California 92832 and 10620 Southern Highlands Parkway, Suite 110-
5 18, Las Vegas, Nevada 89141.

6 50. Defendant Frank Brown is, and at all material times represented that he was an
7 individual residing in the state of Nevada (“Brown”).

8 51. Defendant Brown may be served first class postage prepaid upon himself: and 10620
9 Southern Highlands Parkway, Suite 110-18, Las Vegas Nevada 89141 and 10881 Pentland Downs
10 Street, Las Vegas, Nevada 89141.

11 52. Defendant Validation Partners, LLC is, and at all material times represented that it
12 was, a Florida – domestic limited liability company (“Validation”).

13 53. Defendant Validation may be served by first class mail postage prepaid upon its agent
14 M&M RA Solutions; 3001 SW 3rd Avenue, Miami, Florida 33129.

15 54. Defendant Innovative Solutions, Inc. is, and at all material times represented that it
16 was a Wyoming – domestic corporation (“Innovative Solutions”).

17 55. Defendant Innovative Solutions may be served by first class mail postage prepaid upon
18 its agent Cloud Peak Law, LLC; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.

19 56. Defendant MRJR20 Partners, LLC, is and at all material times represented that it was
20 a California – domestic limited liability company (“MRJR20”).

21 57. Defendant MRJR20 may be served by first class mail postage prepaid upon its agent
22 Rick R. Emmett; 10 Pointe Drive, Suite 150, Brea, California 92821.

23 58. Defendant MFCR Investments, LLC is, and at all material times represented that it
24 was a Florida – domestic limited liability company (“MFCR Investments”).

25 59. Defendant MFCR Investments may be served by first class mail postage prepaid upon
26 its agent Scott F. Penton; 1525 Clapton Drive, Deland, Florida 32720.

27 60. Defendant Lifesize, Inc. is, and at all material times represented that it was a Wyoming
28 – domestic corporation (“Lifesize”).

61. Defendant Lifesize may be served by first class mail postage prepaid upon its agent Cloud Peak Law, LLC; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.

62. Defendant Karrington, Inc. is, and at all material times represented that it was, a Wyoming - domestic corporation ("Karrington").

63. Defendant Karrington may be served by first class mail postage prepaid upon its registered agent: Company Sage Agents, LLC; 1095 Sugarview Drive, Suite 100, Sheridan, Wyoming 82801.

64. Defendant Spectrum Payment Solutions, LLC is, and at all material times represented that it was, a California – domestic limited liability company ("Spectrum").

65. Defendant Spectrum may be served by first class mail postage prepaid upon its agent Samson Ly; 208 S. Moore Avenue, Apt. D, Monterey Park, California 91754.

66. Defendant Jason D. Williams is, and at all material times represented that he was an individual residing in the state of California ("Williams").

67. Defendant Williams may be served by first class mail postage prepaid upon himself; 4155 E. La Palma Avenue, Anaheim, California 92807.

68. Defendant Home Energy Solutions, Inc. is, and at all material times represented that it was a California – domestic corporation ("Home Energy").

69. Defendant Home Energy may be served by first class mail postage prepaid upon its Financial Manager: Rick R. Emmett, 300 S. Harbor Boulevard., Suite 1000, Anaheim, California 92805.

70. Defendant The Coelho Irrevocable Life Insurance Trust is, and at all material times represented that it was a California Trust ("Coelho Trust").

71. Defendant Coelho Trust may be served by first class mail postage prepaid upon its Trustee Rick R. Emmett: 300 S. Harbor Boulevard., Suite 1000, Anaheim, California 92805.

72. Defendant JNR Services, Inc. is, and at all material times represented that it was a California – domestic corporation ("JNR").

73. Defendant JNR may be served by first class mail postage prepaid upon its agent Rick R. Emmett; 10 Pointe Drive, Suite 150, Brea, California 92821.

74. Defendant C.A.T. Exteriors, Inc. is, and at all material times represented that it was an Arizona – domestic corporation (“CAT Exteriors”).

75. Defendant CAT Exteriors may be served by first class mail postage prepaid upon its agent Rick R. Emmett: 10 Pointe Drive, Suite 150, Brea, California 92821.

76. Defendant AZLS Enterprises Inc. is, and at all material times represented that it was a California – domestic corporation (“AZLS”).

77. Defendant AZLS may be served by first class mail postage prepaid upon its agent: Hee S. Noh, 9 Traditional Place, Irvine, California 92602.

78. Defendant A Solution Debt Relief, Inc. is, an administratively dissolved Wyoming corporation (“A Solution”).

79. Defendant A Solution may be served by first class mail postage prepaid upon its agent: Cloud Peak Law, LLC, 1095 Sugar View Drive, Suite 500, Sheridan, WY 82801.

80. Defendant Investline Wealth Services, Inc. is, and at all material times represented that it was a California – domestic corporation (“Investline”).

81. Defendant InvestLinc may be served by first class mail postage prepaid upon its agent: West A. Cohan, 10 Pointe Drive, Suite 150, Brea, California 92821.

82. Unless separately identified herein, all of the Defendants will collectively be referred to herein as the “Oxford Knox Defendants.”

83. As discussed herein, not all Oxford Knox Defendants are identified in the Exhibits as receiving payments. Those Oxford Knox Defendants that are not identified as receiving a payment are named herein in their capacity as (i) as a subsequent transferee of an identified transfer, (ii) the potential recipient of a not yet identified transfer, and/or (ii) the party for whose benefit a particular transfer was made that is identified herein. Specific allegations regarding the relationships of Defendants are made herein.

GENERAL ALLEGATIONS

A. The Bankruptcy Case

84. On March 20, 2023 (“Petition Date”), Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, commencing the Bankruptcy Case.

85. The Office of the United States Trustee (“UST”) filed its *Motion by United States Trustee to Dismiss or Convert Case Pursuant to 11 U.S.C. § 1112(b)* [Bankr. Docket No. 21] and creditors Debt Validation Fund II, LLC; MC DVI Fund 1, LLC; and MC DVI Fund 2, LLC filed the *Motion by DVF and MC DVI to Dismiss Chapter 11 Case Pursuant to 11 U.S.C. §§ 105, 305, 349, & 1112, or in the Alternative Convert This Case to Chapter 7 or Appoint a Trustee* [Bankr. Docket No. 44]. On May 4, 2023, the Court entered its *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Bankr. Docket No. 58].

86. Pursuant to the *Acceptance of Appointment as Chapter 11 Trustee* [Bankr. Docket No. 63], on May 8, 2023, Trustee accepted his appointment as the Chapter 11 Trustee in the Bankruptcy Case. The Court approved the Trustee’s appointment in its *Order Approving the U.S. Trustee’s Application for the Appointment of a Chapter 11 Trustee* [Docket No. 65].

87. Trustee was not appointed until after events of the case and, therefore, bases these allegations on information and belief. *Soo Park v. Thompson*, 851 F.3d 910, 928 (9th Cir. 2017) (“The *Twombly* plausibility standard . . . does not prevent a plaintiff from pleading facts alleged upon information and belief where the facts are peculiarly within the possession and control of the defendant or where the belief is based on factual information that makes the inference of culpability plausible.”); *Miller v. City of Los Angeles*, 2014 U.S. Dist. LEXIS 198871, 2014 WL 12610195, at *5 (C.D. Cal. Aug. 7, 2014) (recognizing that the plaintiff’s “information and belief” pleading was allowed and “necessary at times”); *see also Mireskandari v. Daily Mail and General Trust PLC*, 2013 U.S. Dist. LEXIS 194437, 2013 WL 12129642, at *4 (C.D. Cal. July 31, 2013) (“The Federal Rules of Civil Procedure allow parties to plead facts on ‘information and belief’ if the facts ‘will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.’” (citations omitted)).

88. Pursuant to the *Order Confirming Modified First Amended Joint Chapter 11 Plan of Liquidation* entered September 9, 2024, and the *Notice of Occurrence of Effective Date of Modified First Amended Joint Chapter 11 Plan of Liquidation* filed September 24, 2024, Richard A. Marshack became the Liquidating Trustee of the LPG Liquidation Trust, effective September 24, 2024. [Bankr. Docket Nos. 1646 & 1762].

89. Plaintiff brings this action solely in his capacity as the Liquidating Trustee of the LPG Liquidation Trust, for the benefit of Debtor's Estate and its creditors.

B. Protective Order

90. On or about May 2, 2024, Plaintiff filed that certain Notice and Motion for Entry of Protective Order (the "Protective Order").

91. On June 3, 2024, the Court entered its *Order Granting Motion for Entry of Protective Order and the Protective Order* [Bankr. Docket No. 1270] (the "Protective Order"). A true and accurate copy of the Protective Order is attached as **Exhibit 1**, and incorporated herein.

92. By its own terms, the Protective Order applies to this adversary proceeding and governs all discovery conducted herein.

C. LPG's Ownership and Management

93. Prior to the Petition Date, LPG operated a law firm for consumers across the country who sought assistance in contesting or resolving debts they would identify. At all relevant times, LPG was controlled and operated by the individual named Tony Diab ("Diab").

94. The consumers would pay LPG over a period of time via monthly debits from their bank accounts.

95. The monthly payments were meant to cover all legal services LPG provided to the consumers including validation of the debts, review of documents to determine enforceability, and court appearances to halt lawsuits to obtain judgments.

96. In certain instances, LPG would file a lawsuit in an effort to eliminate a disputed debt or to prosecute affirmative claims held by the consumers.

97. LPG mismanaged the consumers' monthly payments.

98. Diab and other defendants devised a plan to fraudulently transfer funds, client files, client funds and assets in the form of ACH Receivables (the "ACH Receivables" or "Accounts Receivable") out of LPG to third parties prior to the filing of bankruptcy.

99. To obtain consumer clients, LPG contracted with marketing companies, who engaged in illegal capping and would advertise or call to solicit consumers to become clients of LPG in exchange for a percentage of the ACH Receivables collected by LPG from the consumers. The

1 marketing affiliate went so far as to assist with the execution of an engagement letter between the
2 consumer and LPG.

3 100. In exchange, LPG agreed to pay the marketing affiliates a percentage the monthly
4 payments collected by LPG from the consumers.

5 101. Because LPG received payments from consumers over time, it often sought financing
6 by borrowing against its future cash flows. This borrowing was not only used to finance operations
7 at LPG, but also to pay the fees owed to the marketing companies for providing the client referrals.

8 102. Many of the documents executed in connection with such financing described the
9 transactions as accounts receivable purchase agreements.

10 103. Diab used entities he controlled including, without limitation, Vulcan Consulting, LLC
11 (“Vulcan”), B.A.T. Inc. dba Coast Processing (“Coast”), PrimeLogix, LLC (“PrimeLogix”) and
12 others to divert LPG consumer funds and ACH Receivables. Diab would use numerous ACH
13 processing companies in order to easily transfer millions of dollars from Debtor to these entities he
14 controlled, without oversight or detection, and to avoid payment disputes and complications. The
15 money that flowed from Debtor through these bank account to Defendants consisted of Client Funds
16 that Debtor funneled to these entities by means of the ACH processing companies. Debtor also made
17 deposits into these entities bank account such that they received Client Funds directly from Debtor in
18 addition to direct Accounts Receivable.

19 **SPECIFIC ALLEGATIONS**

20 **A. Ponzi Scheme Presumption**

21 104. The Ponzi Scheme Presumption exists in bankruptcy proceedings.

22 105. The Ponzi Scheme Presumption can be utilized to establish a debtor’s “intent to
23 defraud future undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme.
24 Indeed, no other reasonable inference is possible. A Ponzi scheme cannot work forever. The investor
25 pool is a limited resource and will eventually run dry. The perpetrator must know that the scheme will
26 eventually collapse as a result of the inability to attract new investors. The perpetrator nevertheless
27 makes payments to present investors, which, by definition, are meant to attract new investors. He
28 must know all along, from the very nature of his activities, that investors at the end of the line will

lose their money. Knowledge to a substantial certainty constitutes intent in the eyes of the law,” *cf. Restatement (Second) of Torts § 8A* (1963 & 1964), and a debtor’s knowledge that future investors will not be paid is sufficient to establish his actual intent to defraud them. *Kirkland v. Rund (In re EPD Inv. Co., LLC)*, 114 F.4th 1148, 1153 (9th Cir. 2024) (by definition Ponzi scheme is destined to fail and the swindler and their entities often end in bankruptcy or equitable receivership); *Cf. Coleman Am. Moving Servs., Inc. v. First Nat’l Bank & Trust Co. (In re American Properties, Inc.)* 14 B.R. 637, 643 (Bankr. D. Kan. 1981) (intentionally carrying out a transaction with full knowledge that its effect will be detrimental to creditors is sufficient for actual intent to hinder, delay or defraud within the meaning of § 548(a)(1)).” *Merrill v. Abbott (In re Independent Clearing House Co.)* (D. Utah 1987) 77 B.R. 843, 860. A trustee in bankruptcy is not required to show that an operator of a Ponzi scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co., LLC*, 114 F.4th at 1153 (“[a] trustee’s action to recover assets fraudulently conveyed in the course of a Ponzi scheme does not require that the trustee also prove the Ponzi-scheme operator was subjectively aware his Ponzi scheme was destined to fail.”).

106. “But if all the debtor receives in return for a transfer is the use of the defendant’s money to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to share. In fact, by helping the debtor perpetuate his scheme, the transfers exacerbate the harm to creditors by increasing the amount of claims while diminishing the debtor’s estate. In such a situation, the use of the defendant’s money cannot objectively be called ‘reasonably equivalent value.’” *In re Independent Clearing House Co.* 77 B.R. at 859. Therefore, “[t]he trustee can avoid the transfers if they were preferential or fraudulent. Transfers to investors in a Ponzi scheme are preferential and fraudulent. Therefore, they constitute “property of the estate,” and the trustee can recover them. *Id.* at 853 n.17 (citations omitted).

107. Debtor was operating a Ponzi scheme that utilized affiliates and several other entities as investors to continue its unlawful business practices by using funds provided by current investors to attract new investors hoping for very high returns. Therefore, the Debtor was running a Ponzi scheme and the Ponzi Scheme Presumption can be utilized to infer that the Debtor had the intent to defraud investors within the meaning of 11 U.S.C. section 548(a)(1). This is evidenced by the Court

1 in this Bankruptcy Case declaring that Debtor was operating a Ponzi scheme when it stated the
2 following:

3 It is important to note that this Court has never received any significant and
4 trustworthy evidence that Debtor accomplished meaningful results for its
5 clients, but only anecdotal examples of viable success for its clients. By
6 reviewing the Estate's claims register, there is evidence of consumer claims
7 for the fraud and demanded but undelivered refunds of approximately \$500
8 million. There is ample evidence that the pre-petition Debtor never placed
9 the collected funds into an attorney-client trust account, and that Debtor or
10 its principals simply looted the payments received through the client
11 automatic withdrawals, stiffing both the clients and outside attorneys who
12 may have been working on client cases with the hopes of being paid. There
13 is also evidence before the Court that Debtor was running a Ponzi scheme
14 and paying some outside (or "network") attorneys with funds obtained from
15 new clients. In this case, it appears that some of the "lenders" may have
16 been serving as "investors," hoping for very high returns before "the music
17 stopped." The Ninth Circuit has recently explained, "[b]y definition, a
18 Ponzi scheme is destined to fail because the pool of available investors is
19 not limitless. When the Ponzi scheme operator's pool of investors inevitably
20 runs dry, the scheme collapses and the swindler and their entities often end
21 up in bankruptcy or equitable receivership. *See generally* David R. Hague,
22 Expanding the Ponzi Scheme Presumption, 64 DePaul L. Rev. 867 (2015).
23 In bankruptcy, the court-appointed trustee is tasked with taking immediate
24 control of the entity, ceasing ongoing fraudulent activity, locating and
25 collecting assets for the bankruptcy or receivership estate, and achieving a
26 final, equitable distribution of the remaining assets. *See* 11 U.S.C. § 704;
27 *Kirkland v. Rund (In re EPD Inv. Co., LLC)*, 2024 U.S. App. LEXIS 21363,
28 at *15 (9th Cir. Aug. 23, 2024). Finally, there is evidence that Debtor was
encumbering (or as some creditors assert, "double or triple selling") their
accounts or receivables to multiple lenders. With respect to Greyson's
requested Administrative Claim [Dk. 676], and as more fully described in
the concurrently entered order denying the claim, there has been no
evidence presented that any work allegedly performed by Greyson assisted
any clients or added any value to the Estate.

See, Case 8:23-bk-10571-SC, Doc 1545 n. 5.

108. The Ponzi Scheme Presumption establishes a debtor's "intent to defraud future
undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme." *Merrill v.*
Abbott (In re Independent Clearing House Co.), 77 B.R. 843, 860 (D. Utah 1987). "Knowledge to a
substantial certainty constitutes intent in the eyes of the law, *cf. Restatement (Second) of Torts* § 8A
(1963 & 1964), and a debtor's knowledge that future investors will not be paid is sufficient to establish
his actual intent to defraud them." *Id.* A trustee in bankruptcy is not required to show that an operator
of a Ponzi scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co.,*
LLC, 114 F.4th at 1153 (9th Cir. 2024).

1 109. “[I]f all the debtor receives in return for a transfer is the use of the defendant’s money
2 to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to share.” *In re*
3 *Independent Clearing House Co.* 77 B.R. at 859. In such a situation, the use of the defendant’s money
4 cannot objectively be called “reasonably equivalent value.” *Id.* Therefore, “[t]he trustee can avoid the
5 transfers if they were preferential or fraudulent. Transfers to investors in a Ponzi scheme are
6 preferential and fraudulent. Therefore, they constitute ‘property of the estate,’ and the trustee can
7 recover them.” *Id.* at 853 n.17 (citations omitted).

8 110. In addition to the solicitation of investments and lending from the Oxford Knox
9 Defendants, the Debtor’s need for capital was so severe that it began borrowing funds through a loan
10 broker named Spot On Consulting, Inc. (“Spot On”). Upon information and belief, Spot On would
11 facilitate loans to LPG from individuals and corporations – sometimes for as little as \$5,000 – in
12 exchange for a ten percent (10%) commission on the principal amount of the loan. LPG would then
13 typically promise to pay each lender as much as eight percent (8%) interest per month on the principal
14 balance for twelve months and would then repay the original principal amount at maturity.

15 111. Upon further information and belief, LPG borrowed hundreds of thousands of dollars
16 **each week** on these terms beginning in August 2022 and continuing until filing for bankruptcy.

17 112. Proof of Claim No. 91 seeking more than \$66 million dollars has been filed for the
18 outstanding balances owed on these brokered “loans”. This Proof of Claim is incorporated by
19 reference herein.

20 113. Based on the Ponzi Scheme presumption the Court can infer that the Debtor had the
21 intent to defraud investors within the meaning of 11 U.S.C. § 548(a)(1). Since the Transfers to the
22 Defendants were made with the intent to further the Ponzi scheme, the Debtor did not receive an
23 objectively reasonable equivalent value for such transfers, and the Trustee can avoid any such
24 transfers because they were actually fraudulent as to the Debtor’s creditors..

25 **B. Prepetition Litigation and Creditors**

26 114. Debtor’s Schedule E/F, filed on April 4, 2023, as Dk. No. 33, lists: (a) 11 unsecured
27 creditors with priority unsecured claims totaling \$374,060.04; and (b) 58 nonpriority unsecured
28 creditors with scheduled claims totaling \$141,439,158.05.

115. The claims register in this Bankruptcy Case includes 2,554 proofs of claim, totaling in excess of \$424 million of claims asserted against the Estate.

116. At least 14 UCC-1 statements were of record securing alleged debts of the Debtor as of the Petition Date. These statements either reflected secured liens against the Debtor's assets then owned or thereafter acquired or provided evidence of the assignment or sale of substantial portions of the Debtor's future income. They secured the repayment of the following claimed amounts that are currently known to Trustee and are allegedly owed by the Debtor: (a) \$2,374,004.82 owed to Fundura Capital Group as evidenced by Proof of Claim No. 335 purportedly secured by a UCC statement filed on or about May 19, 2021; (b) approximately \$15 million dollars owed to MNS Funding, LLC as evidenced by Proof of Claim No. 1060 purportedly secured by a UCC statement filed on or about May 28, 2021; (c) approximately \$5,000,000 owed to Azzure Capital, LLC as evidenced by Proof of Claim No. 127 purportedly secured by a UCC statement filed on or about May 28, 2021; and (d) approximately \$1.5 million dollars owed to Diverse Capital, LLC purportedly secured by UCC statements filed on or about September 15, 2021, and December 1, 2021.

117. Debtor's balance sheets for the 36 months ending December 31, 2021, show approximately \$17,900,000 in total assets at its highest point in November 2021. This amount is significantly less than the \$424 million of claims filed.

118. Debtor's Statement of Financial Affairs, filed on April 4, 2023, as Dk. No. 34, reflects 15 pending lawsuits against Debtor as of the Petition Date. The lawsuits date back to October 18, 2021 (*Fundura v. The Litigation Practice Group P.C. et al.*, Supreme Court of New York Index No. 613192-2021) and are as recent as March 10, 2023 (*Diverse Capital LLC v. The Litigation Practice Group P.C. et al.*, Supreme Court of New York Index No. 135614-2023).

C. Debtor's Insolvency

119. Debtor was insolvent when the Transfers occurred as evidenced by: (a) the 14 UCC-1 statements reflecting secured liens against the Debtor's owned and after-acquired assets and the assignment or sale of substantial portions of the Debtor's future income; (b) the priority and non-priority unsecured debt of nearly \$142 million listed in Debtor's schedules; (c) the \$424 million of creditor claims filed in this Bankruptcy Case; and (d) Debtor's balance sheets reflecting, at its highest

1 point, \$17.9 million of assets in November 2021.

2 120. Moreover, insolvency is presumed as a matter of law where, as in this Bankruptcy
3 Case, the debtor operated a Ponzi scheme. *See, e.g., Glob. Money Mgmt., L.P. v. McDonnold*, No.
4 06CV34, 2008 U.S. Dist. LEXIS 128733, at *15 (S.D. Cal. Feb. 27, 2008) (concluding that “if a Ponzi
5 scheme is proven, then the debtor is proven insolvent from the time of its inception”).

6 **SPECIFIC ALLEGATIONS**

7 121. Upon information and belief, Oxford Knox and its predecessor Validation were
8 formed to try to meet promises made to investors and lenders to or partners of the Debtor and/or a
9 related entity. Whether these debts arose from traditional loans, “purchases” of receivables from a set
10 of client files, or investments in the Debtor or a particular venture, the Debtor, Tony Diab, and/or a
11 related entity was not able to fulfill the promised obligations.

12 122. Some Oxford Knox Defendants appear to have lent money to Tony Diab. In the
13 summer of 2021, Defendants Home Energy, Ryan Connet, the Coelho Trust, Jason Williams, Samson
14 Ly, BEW Solar, and Spectrum collectively paid more than \$1,000,000 into escrow to fund the down
15 payment on Tony Diab’s purchase of Arash Bayrooti’s shares in Coast. These escrowed funds were
16 ultimately paid to Mr. Bayrooti on behalf of Mr. Diab; however, the Debtor, and not Mr. Diab, was
17 required to make these payments.

18 123. Upon information and belief, some amounts may have been repaid to these individuals
19 that advanced money to fund Mr. Diab’s purchase of shares in Coast. These debts may have been
20 restructured into assignments of income from groups of files.

21 124. Also in 2021, Defendants Innovative, MRJR, MFCR, Lifesize, and Karrington became
22 members of Validation according to its Amended and Restated Limited Liability Company
23 Agreement. Upon information and belief, Validation stated purpose was to support the Debtor’s
24 marketing affiliates and/or work with law firms like the Debtor. Upon further information and belief,
25 Validation’s true purpose and goal was the repayment of amounts owed to its members by the Debtor
26 or Mr. Diab.

27 125. Validation was ultimately dissolved in September 2022, but while it operated, the
28 Debtor paid it almost one million dollars as shown herein.

1 126. While Validation was winding down, Mr. Diab formed a new entity – Oxford Knox in
2 late 2021. Upon information and belief, Oxford Knox was formed for the same purpose as Validation
3 – to nominally support to the Debtor’s affiliates while collecting payments from the Debtor for its
4 members.

5 127. The original members of Oxford Knox were (i) Buffalo 21; (ii) Obrick, Inc.; (iii)
6 Albright, Inc.; (iv) Final Season; (v) Factor In; (vi) Bae.; (vii) Decacorn; (viii) BEW Solar; (ix)
7 Lexicon; (x) United Partnerships; (xi) Ventura Consulting; and (xii) Summer Cederberg.

8 128. Following its formation, the Debtor and/or Mr. Diab made payments directly to Oxford
9 Knox, and/or its members using client funds paid to or collected by the Debtor.

10 129. Upon further information and belief, Mr. Diab would direct the Debtor or a related
11 entity to make or direct payments to one or more of the Oxford Knox Defendants either based on
12 invoices for services that were never performed to make the payment appear tax deductible, or paid
13 to a third party that was owned or controlled by a member of Oxford Knox.

14 130. All payments to any Oxford Knox Defendant made pre-petition known to the Trustee
15 as of the date this complaint was filed are set forth on **Exhibit 2** hereto and incorporated as if set forth
16 herein.

17 131. All payments to any Oxford Knox Defendant made after the Debtor filed for
18 bankruptcy known to the Trustee as of the date this complaint was filed are set forth on **Exhibit 3**
19 hereto and incorporated as if set forth herein.

20 132. Upon further information and belief, each member of Oxford Knox contributed “debt”
21 they claimed to be owed by the Debtor to the LLC. In turn, Oxford Knox, which was partially owned
22 and/or controlled by Tony Diab, entered into an agreement with the Debtor that fixed the debt owed
23 to Oxford Knox at \$22,000,000 (“Repayment Agreement”).

24 133. The Repayment Agreement is the basis of, and is attached to, the Proof of Claim No.
25 818 (“Claim”) filed by Oxford Knox herein. A true and accurate copy of the Repayment Agreement
26 from the Claim is attached hereto as **Exhibit 4**.

27 134. The Claim states that Oxford Knox received three payments totaling \$1,743,686.74 on
28 November 1, 2021, January 1, 2022, and February 1, 2022. The Trustee does not know if these

1 payments reflect payments made directly to the members of Oxford Knox or to third parties on their
2 behalf or if these payments were made directly to Oxford Knox from an unknown source. They are
3 identified herein and included in the Transfers that the Trustee seeks to avoid.

4 135. Hereinafter, any payment to any Oxford Knox Defendant identified herein will be
5 referred collectively as the “Transfers”. Specific sets of Transfers such as those made during the
6 ninety-day period preceding the Petition Date may be given a certain name, but they will remain part
7 of the Transfers identified herein.

8 136. All Transfers identified herein may not relate to the transactions and entities discussed
9 herein, and the Trustee may have filed or may file separate litigation against one or more Defendants
10 based on other transactions or relationships it had with the Debtor. All Transfers to Defendant known
11 to the Trustee are identified herein out of an abundance of caution.

12 137. As noted above, the Debtor often made payments to unrelated parties to or for the
13 benefit of one or more Oxford Knox Defendants. As a result, some defendants named herein are not
14 identified on an Exhibit as receiving any Transfer but that does not mean that an identified Transfer
15 was not made for their benefit. The following paragraphs supplement the allegations regarding the
16 relationships of certain individuals with other Oxford Knox Defendants.

17 138. Upon information and belief, Emmett operates or is an officer, member, or owner of
18 Buffalo 21, MRJR, and Coelho Trust. He is also the registered agent for Home Energy.

19 139. Upon information and belief, Connet is an officer, member, or owner of Buffalo 21,
20 MRJR, and CAT Exteriors.

21 140. Upon information and belief, Jason Dovalina is an officer, member, or owner of
22 Defendants Obrick, Albright, Karrington, JNR, and A Solution. Rachel Dovalina is related to Mr.
23 Dovalina.

24 141. Upon information and belief, Gilani is an officer, member, or owner of Final Season,
25 Factor In, AZLS, and Lifesize.

26 142. Upon information and belief, Ly is an officer, member, or owner of Decacorn and
27 Spectrum.

28 143. Upon information and belief, Stephens is an officer, member, or owner of BEW Solar.

1 144. Upon information and belief, Lansdale is an officer, member, or owner of Lexicon.

2 145. Upon information and belief, Church and Brown are officers, members, or owners of
3 Defendants United Partnerships, Ventura, and MFCR, LLC.

4 146. Upon information and belief, Williams is an officer, member, or owner of CAT
5 Exteriors and Spectrum.

6 **CLAIMS FOR RELIEF**

7 **COUNT ONE**

8 **Avoidance, Recovery, and Preservation of Transfers Made Within the Ninety Day Period**

9 **Before the Petition Date**

10 **[11 U.S.C. §§ 547, 550, and 551]**

11 147. Plaintiff realleges and incorporates by reference each and every allegation contained
12 in the preceding paragraphs as though set forth in full herein.

13 148. In the ninety-day period preceding the Petition Date, the Debtor made transfers of
14 property or payments to one or more of the Oxford Knox Defendants (“90 Day Transfers”). The 90
15 Day Transfers to the Oxford Knox Defendants known to the Trustee as of the filing date are identified
16 on hereto as **Exhibit 2**.

17 149. The Debtor made the 90 Day Transfers to the Oxford Knox Defendants identified on
18 the Exhibit on account of a debt owed to that particular Defendant or to Oxford Knox.

19 150. The 90 Day Transfers were made to or for the benefit of a creditor within the meaning
20 of 11 U.S.C. § 547(b)(1) because the 90 Day Transfers were payments made on account of debts
21 nominally owed by the Debtor.

22 151. A transfer of the Debtor’s assets occurred when the 90 Day Transfers were received
23 by the particular Oxford Knox Defendant.

24 152. The 90 Day Transfers were made on account of antecedent debt nominally owed by
25 the Debtor to the recipient of the Transfer due to an “investment” or other document evidencing
26 indebtedness. The Debtor’s payment obligations to the transferees constituted a “debt” (as defined in
27 the Bankruptcy Code).

28 153. The 90 Day Transfers occurred when the Debtor actually was insolvent. However,

1 Plaintiff is also entitled to the presumption of insolvency when the 90 Day Transfers were made
2 pursuant to 11 U.S.C. § 547(f).

3 154. The 90 Day Transfers were made in the ninety-day period before the Petition Date.

4 155. To the extent any transfers were made by the Debtor to any Oxford Knox Defendant
5 within the ninety-day period preceding the Petition Date and are not identified herein, Plaintiff
6 reserves the right to avoid and recover such transfers pursuant to 11 U.S.C. §§ 547 and 550.

7 156. As the holder of an unsecured claim(s) or as party who has not filed a claim, the
8 payment of the 90 Day Transfers to one or more of the Oxford Knox Defendants enabled them to
9 recover more than they would have received if: (i) the Debtor's case was under chapter 7 of the
10 Bankruptcy Code; (ii) the 90 Day Transfers had not been made; and (iii) the debts owed to the Oxford
11 Knox Defendants that received the 90 Day Transfers were paid pursuant to the provisions of the
12 Bankruptcy Code. As evidenced by the Debtor's schedules filed in the underlying Bankruptcy Case,
13 as well as the proofs of claim that have been received to date, the Debtor's liabilities exceed its assets
14 to the point that unsecured creditors will not receive a full payout of their claims from the Debtor's
15 bankruptcy estate.

16 157. In accordance with the foregoing, the 90 Day Transfers are avoidable pursuant to 11
17 U.S.C. § 547(b), and may be recovered and preserved for the benefit of the estate pursuant to 11
18 U.S.C. §§ 550 and 551.

19 **COUNT TWO**

20 **Avoidance, Recovery, and Preservation of Post-Petition Transfers**

21 **[11 U.S.C. §§ 549, 550, and 551]**

22 158. Plaintiff realleges and incorporates by reference each and every allegation contained
23 in the preceding paragraphs as though set forth in full herein.

24 159. This is an action to pursuant to 11 U.S.C. §§ 549 and 550 to avoid and recover
25 unauthorized post-petition transfers made by Debtor to any of the Oxford Knox Defendants ("Post-
26 Petition Transfers").

27 160. To the extent any Post-Petition Transfers were made by the Debtor to any Oxford
28 Knox Defendant following the Petition Date and are not identified herein, Plaintiff reserves the right

1 to amend the Complaint to identify the Post-Petition Transfers and seek the avoidance and recovery
2 of them pursuant to 11 U.S.C. §§ 549 and 550.

3 161. Those Post-Petition transfers to Oxford Knox Defendants that are known to the Trustee
4 at this time are identified on **Exhibit 3** hereto.

5 **COUNT THREE**

6 **Avoidance of Debtor's Execution of Repayment Agreement with Oxford Knox As a**

7 **Fraudulent Conveyance**

8 **[11 U.S.C. §§ 548(a)(1)(B), 550, and 551]**

9 162. Plaintiff realleges and incorporates by reference each and every allegation contained
10 in the preceding paragraphs as though set forth in full herein.

11 163. 11 U.S.C. § 548(a)(1)(B), in relevant part, permits a debtor or trustee to avoid "any
12 obligation ... incurred by the debtor, that was made or incurred on or within 2 years before the date
13 of the filing of the petition" if the debtor failed to receive reasonably equivalent value in exchange
14 for such transfer or obligation and if the debtor:

15 (I) was insolvent on the date that such transfer was made or such obligation was
16 incurred, or became insolvent as a result of such transfer or obligation;

17 (II) was engaged in business or a transaction, or was about to engage in business
18 or a transaction, for which any property remaining with the debtor was an unreasonably small
19 capital;

20 (III) intended to incur, or believed that the debtor would incur, debts that would be
21 beyond the debtor's ability to pay as such debts matured . . .

22 164. The Debtor executed the Repayment Agreement on or about April 15, 2022, which
23 was within Two-Years of the Petition Date.

24 165. On or after the date that the Repayment Agreement was executed, the Debtor was or
25 became indebted to the Prepetition Creditors.

26 166. The Repayment Agreement was executed while the Debtor:

27 a. was insolvent or became insolvent as a result;

28 b. was engaged or was about to engage in a transaction for which any property

1 remaining with Debtor was of unreasonably small capital; or

2 c. intended to incur, or believed that it would incur, debts beyond its ability to
3 pay as such debts matured.

4 167. The Debtor failed to receive reasonably equivalent value when it executed the
5 Repayment Agreement because the Repayment Agreement purported to consolidate debt owed to the
6 members of Oxford Knox into a single obligation of twenty-two million dollars (\$22,000,000.00).
7 Upon information and belief, the stipulated amount of debt is inflated as (i) the Debtor was not liable
8 for some of the debts allegedly owed to the members of Oxford Knox that were reduced to a sum
9 certain in the Repayment Agreement, (ii) the debts allegedly owed to the Members represented equity
10 investments in entities related to the Debtor that were subsequently treated as debt in the Repayment
11 Agreement; and/or (iii) the debts owed to the Members consolidated in the Repayment Agreement
12 arose from illegal or otherwise voidable transactions such as file purchases.

13 168. The Repayment Agreement's requirement that the Debtor pay Oxford Knox the sum
14 of ten million dollars (\$10,000,000.00) upon a sale of the business is additional evidence that the
15 debts the Members claimed to be owed were truly equity investments and not debt.

16 **COUNT FOUR**

17 **Avoidance, Recovery, and Preservation of Two-Year Transfers Made With Intent to Defraud**

18 **[11 U.S.C. §§ 548(a)(1)(B), 550, and 551]**

19 169. Plaintiff realleges and incorporates by reference each and every allegation contained
20 in the preceding paragraphs as though set forth in full herein.

21 170. The Transfers were property of the Debtor's Estate prior to their conveyance to the
22 one or more of the Oxford Knox Defendants. The Transfers to the Oxford Knox Defendants made
23 within Two-Years of the Petition Date ("Two-Year Transfers") that are known to the Trustee are
24 identified on **Exhibit 2** hereto and incorporated by reference herein.

25 171. When the Two-Year Transfers were made, the Debtor was or became indebted include
26 the Prepetition Creditors.

27 172. The Two-Year Transfers occurred when the Debtor was insolvent or was rendered
28 insolvent as a result of the Transfers.

1 173. The Two-Year Transfers to the Oxford Knox Defendants were made with actual intent
2 to hinder, delay or defraud the creditors of Debtor because the Debtor was operating a Ponzi scheme
3 which permits the Court to infer that the Debtor's intent was fraudulent within the meaning of 11
4 U.S.C. section 548(a)(1).

5 174. The Two-Year Transfers are avoidable as fraudulent pursuant to 11 U.S.C. §§
6 548(a)(1)(A), 550, and 551 by one or more creditors who held and hold unsecured claims against
7 Debtor that were and are allowable against Debtor's Estate under 11 U.S.C. § 502, or that were not
8 and are not allowable only under 11 U.S.C. § 502(e), including, without limitation, the Prepetition
9 Creditors.

10 175. The Two-Year Transfers should be avoided as fraudulent under 11 U.S.C.
11 § 548(a)(1)(A), and such transferred property, or the value thereof, should be recovered and preserved
12 for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551.

13 **COUNT FIVE**

14 **Avoidance, Preservation, and Recovery of Constructively Fraudulent Two-Year Transfers**

15 **11 U.S.C. §§ 548(a)(1)(B), 550 & 551**

16 176. Plaintiff realleges and incorporates by reference each and every allegation contained
17 in the preceding paragraphs as though set forth in full herein.

18 177. The Two-Year Transfers were made within Two-Years before the Petition Date.

19 178. Debtor did not receive reasonably value in exchange for the Two-Year Transfers
20 because (i) the Debtor was not liable on the debts originally owed to some Defendants, (ii) the debts
21 allegedly owed to one or more Defendants arose from equity investments in entities related to the
22 Debtor that were subsequently treated as the Debtor's debt.

23 179. The Two-Year Transfers were made at a time when Debtor was insolvent and/or
24 rendered insolvent by virtue of said transfers.

25 180. When the Two-Year Transfers occurred, Debtor's business was undercapitalized, and
26 Debtor was engaged in business for which its capital was unreasonably small.

27 181. When the Two-Year Transfers occurred, Debtor had incurred or was about to incur
28 debts that were beyond its ability to pay. The allegations in the preceding paragraphs are supported

1 by the fact that the Debtor was consistently borrowing money from merchant cash advance lenders,
2 purporting to sell the same groups of receivables to multiple parties, and as of August 2022 had begun
3 a Ponzi scheme of borrowing through Spot On as discussed herein.

4 182. At the time each Two-Year Transfer was made, Debtor was indebted to one or more
5 creditors that held a claim against Debtor on the date of each Two-Year Transfer and on the Petition
6 Date.

7 183. Plaintiff alleges that Defendants did not receive the Two-Year Transfers in good faith,
8 for value, and without knowledge of their avoidability.

9 184. Each Defendant knew that the Debtor was a law firm who was required by law to
10 escrow client payments until earned. However, each Defendant demanded and received payment from
11 client payments that had not been earned because they were paid by the Debtor, Vulcan, and/or Coast
12 or were paid directly from a payment processor for the Debtor such that the funds were never
13 conveyed to the Debtor and placed in escrow.

14 185. Each Defendant had to know or should have known that they were being paid with
15 client funds that had not been placed into trust and been disbursed before they were earned.

16 186. Each Defendant knew or should have known that were receiving payment on a debt
17 that was not valid or enforceable at law to the extent it arose from an alleged “purchase” of receivables
18 related to the Debtor’s client files.

19 187. Based on the foregoing, Plaintiff may recover and preserve the avoided Two-Year
20 Transfers from Defendant as the initial transferee or, alternatively, as the subsequent transferee for
21 the benefit of the Estate under 11 U.S.C. §§ 550 and 551 from Defendant.

22 **COUNT SIX**

23 **Avoidance, Preservation, and Recovery of Transfers Made In the Past Four Years**

24 **11 U.S.C. §§ 544, 550, 551; Cal. Civ. Code §§ 3439.04(a)(2), 3439.05 and 3439.07**

25 188. Plaintiff realleges and incorporates by reference each and every allegation contained
26 in the preceding paragraphs as though set forth in full herein.

27 189. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor
28 which are voidable under applicable law by an unsecured creditor of Debtor, including under

1 California Civil Code §§ 3439.04(a)(1) and 3439.05.

2 190. The Transfers occurred within four years prior to the Petition Date and are identified
3 on Exhibit 2.

4 191. On or after the date that such Transfer were made, entities to which Debtor was or
5 became indebted include the Prepetition Creditors.

6 192. Despite Debtor's obligation to the Prepetition Creditors, Debtor made the Transfers to
7 Defendants.

8 193. The Transfers to Defendants were made with actual intent to hinder, delay or defraud
9 the creditors of Debtor as the Debtor was operating a Ponzi scheme.

10 194. Defendants' conduct relating to the Transfers was done with oppression, fraud and
11 malice, as defined in California Civil Code section 3294, entitling Plaintiff to exemplary and punitive
12 damages.

13 195. The Transfers are avoidable as fraudulent pursuant to 11 U.S.C. § 544(b) and Cal.
14 Civ. Code §§ 3439.04(a)(1) and 3439.07 by one or more creditors who held and hold unsecured claims
15 against Debtor that were and are allowable against its Estate under 11 U.S.C. § 502 or that were not
16 and are not allowable only under 11 U.S.C. § 502(e), including, without limitation, the Prepetition
17 Creditors.

18 196. Accordingly, the Transfers should be avoided as fraudulent under 11 U.S.C. §§ 544(b)
19 and Cal. Civ. Code §§ 3439.04(a)(1) and 3439.07, and such transferred property, or the value thereof,
20 should be recovered and preserved for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551
21 and Cal. Civ. Code § 3439.07.

22 197. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor
23 which are voidable under applicable law by an unsecured creditor of Debtor, including under
24 California Civil Code §§ 3439.04(a)(2) and 3439.05.

25 198. Debtor did not receive reasonably equivalent value in exchange for the Transfers. The
26 Transfers were made to (i) entities that were not creditors of the Debtor, (ii) entities that had made
27 equity or other investments with the Debtor or in assets, and (iii) entities who claimed to be owed far
28 more than any value that was ever given to the Debtor.

1 199. At the time each Transfer was made, Debtor was engaged or was about to engage in a
2 business or a transaction for which the remaining assets of Debtor were unreasonably small in relation
3 to the business or transaction.

4 200. At the time each Transfer was made, Debtor intended to incur, or believed or
5 reasonably should have believed that Debtor would incur, debts beyond Debtor's ability to pay as
6 they became due.

7 201. At the time each Transfer was made, Debtor was indebted to one or more creditors
8 that held a claim against Debtor on the date of each Transfer and on the Petition Date.

9 202. The Transfers were made at a time when Debtor was insolvent and/or rendered
10 insolvent by virtue of said transfers.

11 203. Plaintiff alleges that Defendants did not receive the Transfers in good faith, for value,
12 and without knowledge of their avoidability.

13 204. Each Defendant knew that the Debtor was a law firm who was required by law to
14 escrow client payments until earned. However, each Defendant demanded and received payment from
15 client payments that had not been earned because they were paid by the Debtor, Vulcan, and/or Coast
16 or were paid directly from a payment processor for the Debtor such that the funds were never placed
17 in trust.

18 205. Each Defendant had to know or should have known that they were being paid with
19 client funds that had not been placed into trust and been disbursed before they were earned.

20 206. Based on the foregoing, Plaintiff may avoid the Transfers pursuant to 11 U.S.C. § 544
21 and California Civil Code §§ 3439.04(a)(2) and 3439.05.

22 207. Based on the foregoing, Plaintiff may recover and preserve the Transfers from the
23 Defendants as the initial transferee or, alternatively, as the subsequent transferee for the benefit of the
24 Estate pursuant to 11 U.S.C. §§ 550 and 551, and Cal. Civ. Code § 3439.07.

25 ///

26 ///

27 ///

28

COUNT SEVEN

Avoidance, Recovery, and Preservation of Transfers Made in the Past Four Years

[11 U.S.C. §§ 544(b), 550, and 551; Cal. Civ. Code §§ 3439.05, and 3439.07]

208. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

209. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor which are voidable under applicable law by an unsecured creditor of Debtor, including under California Civil Code §§ 3439.04(a)(2) and 3439.05.

210. The Transfers were made within four years of the Petition Date are identified on **Exhibit 2** and incorporated as if set forth herein.

211. Debtor did not receive reasonably equivalent value in exchange for the Transfers as (i) the Debtor was not liable on the debts originally owed to some Defendants, (ii) the debts allegedly owed to one or more Defendants arose from equity investments in entities related to the Debtor that were subsequently treated as the Debtor's debt.

212. The Transfers were made at a time when Debtor was insolvent and/or rendered insolvent by virtue of said transfers.

213. At the time each Transfer was made, Debtor was engaged or was about to engage in a business or a transaction for which the remaining assets of Debtor were unreasonably small in relation to the business or transaction.

214. At the time each Transfer was made, Debtor intended to incur, or believed or reasonably should have believed that Debtor would incur, debts beyond Debtor's ability to pay as they became due.

215. At the time each Transfer was made, Debtor was indebted to one or more creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

216. Plaintiff alleges that Defendants did not receive the Transfers in good faith, for value, and without knowledge of their avoidability.

217. Each Defendant knew that the Debtor was a law firm who was required by law to escrow client payments until earned.

219. Based on the foregoing, Plaintiff may avoid the Transfers pursuant to 11 U.S.C. § 544 and California Civil Code §§ 3439.04(a)(2) and 3439.05.

220. Based on the foregoing, Plaintiff may recover and preserve the Transfers from the Defendants as the initial transferee or, alternatively, as the subsequent transferee for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551, and Cal. Civ. Code § 3439.07.

9 **Avoidance, Recovery, and Preservation of Fraudulent Transfers Made to or for the Benefit of**
10 **Defendants Gilani and Dovalina Arising from use of American Express Card**

221. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

222. On or about November 28, 2021 the Debtor applied for a business platinum card from American Express (“AmEx”).

223. AmEx granted the Debtor's application and opened a credit line ending in 8-51001
 ("Account") in the name of "LPG PC." AmEx issued cards to three individuals on this Account:
 Dovalina, Gilani, and Diab.

224. From the opening of the Account in early 2022 to May and June 2022, Gilani regularly charged hundreds of thousands of dollars to the Account each month.

21 225. While some charges to the Account may have been related to the Debtor and its
22 operations, most of the charges do not appear to have benefitted the Debtor or were not incurred for
23 the Debtor.

24 226. Upon information and belief, Gilani regularly charged hundreds of thousands of
25 dollars on the Account each month to pay vendors that do not appear to have done any work for the
26 Debtors.

27 227. Other expenses charged to the Account by Dovalina and/or Gilani appear personal in
28 nature such as charges at clothing stores, tours/tickets, and dining.

228. The charges made by each cardholder were itemized separately on the statements from American Express. The monthly charges on the Account for Dovalina and Gilani are stated below.

Statement Closing Date	Gilani	Dovalina
01.19.2022	\$14,812.41	\$1,593.83
02.16.2022	\$215,948.66	\$2,146.22
03.18.2022	\$207,846.79	\$1,413.61
04.18.2022	\$7,349.69	\$3,088.72
05.19.2022	\$29.98	\$94.55
	\$445,987.53	\$8,336.93

229. The Debtor made payments on the Account to American Express. The payments from the Debtor to American Express to pay for all charges on the Account are identified on **Exhibit 5**.

230. A significant portion of the payments to Am Ex were made to or for the benefit of Gilani and/or Dovalina and provided no benefit to the Debtor. The portion of the total payments made to AmEx that were made to pay for charges made to or for the benefit of Gilani and/or Dovalina are referred to herein as the “AmEx Transfers.”

231. The AmEx Transfers were made to or for the benefit of Gilani and/or Dovalina to the extent they paid American Express for charges made to the Account that were only or primarily for the benefit of Gilani and/or Dovalina.

232. The funds used to make the AmEx Transfers were property of the Debtor’s Estate prior to their conveyance to American Express.

233. The AmEx Transfers occurred within the Two-Years prior to the Petition Date.

234. On or after the date that the AmEx Transfers were made the Debtor was or became indebted include the Prepetition Creditors.

235. The AmEx Transfers occurred when the Debtor was insolvent or was rendered insolvent as a result of the AmEx Transfers.

236. The AmEx Transfers were made with actual intent to hinder, delay or defraud the creditors of Debtor because the Debtor was operating a Ponzi scheme which permits the Court to infer that the Debtor’s intent was fraudulent within the meaning of 11 U.S.C. section 548(a)(1).

237. Debtor did not receive reasonably value in exchange for the AmEx Transfers as Gilani

1 and Dovlina were the parties that made charges on the Account for their personal benefit.

2 238. When the AmEx Transfers occurred, Debtor's business was undercapitalized and
3 Debtor was engaged in business for which its capital was unreasonably small.

4 239. When the AmEx Transfers occurred, Debtor had incurred or was about to incur debts
5 that were beyond its ability to pay. The allegations in the preceding paragraphs are supported by the
6 fact that the Debtor was having to borrow money regularly from merchant cash advance lenders and
7 to accept "investments" from third parties in exchange for promised future returns.

8 240. At the time each AmEx Transfer was made, Debtor was indebted to one or more
9 creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

10 241. Based on the foregoing, the AmEx Transfers were constructively fraudulent as to the
11 Debtor's creditors to the extent they were made to or for the benefit of Gilani and/or Dovalina.

12 242. Based on the foregoing, Plaintiff may avoid, preserve, and recover the avoided AmEx
13 Transfers from Gilani and Dovalina pursuant to 11 U.S.C. §§ 548(a)(1)(A) and (B); 550 and 551.

14 **COUNT NINE**

15 **Objection to Proof of Claim No. 818 of Oxford Knox, LLC**

16 **[11 U.S.C. § 502(b) and (d)]**

17 243. Plaintiff realleges and incorporates by reference each and every allegation contained
18 in the preceding paragraphs as though set forth in full herein.

19 244. 11 U.S.C. § 502(b) permits a Bankruptcy Court to determine the amount of a proof of
20 claim following the filing of an objection.

21 245. The Trustee has asked the Court to avoid the Debtor's execution of the Repayment
22 Agreement as a fraudulent conveyance pursuant to 11 U.S.C. § 548. The Repayment Agreement is
23 the basis for Oxford Knox's Claim.

24 246. If the Trustee's avoidance action is successful, the Repayment Agreement would not
25 be enforceable against the Estate.

26 247. The Oxford Knox Claim is also objected to and is subject to disallowance pursuant to
27 11 U.S.C. § 502(d) because Oxford Knox and its members that created the Claim received transfers
28 that are avoidable under 11 U.S.C. §§ 544, 547, 548, and/or 549.

248. The amount of the amount of the transfers identified herein has not been returned to the Estate.

On All Claims for Relief:

1. Avoiding the Debtor's obligations under the Agreement and avoiding recovering, and preserving the Payments to the Defendant in such amounts as the Court may determine ("AmEx Transfers");

2. Awarding pre-judgment and post-judgment as permitted;

3. Granting any other and such further relief as the Court deems just and proper.

4. Awarding attorneys' fees as provided by contract or applicable law;

5. Awarding costs of suit incurred here; and

6. Granting any other and further relief as the Court deems just and proper.

On the First and Second Claims for Relief:

1. Avoiding, recovering, and preserving the 90 Day Transfers and Post-Petition Transfers to the Defendants in such amounts as the Court may determine pursuant to applicable law;

On the Third Claim for Relief:

2. Avoiding and preserving the Debtor's execution of the Repayment Agreement as a fraudulent conveyance pursuant to 11 U.S.C. §§ 548, 550, and 551 for the reasons stated herein;

On the Fourth Through Eight Claims for Relief:

3. Avoiding, recovering, and preserving the Transfers to the Defendants in such amounts as the Court may determine pursuant to applicable law;

On the Ninth Claim for Relief:

4. Sustaining the Plaintiff's Objection to the Claim of Oxford Knox for the reasons stated herein;

On All Claims for Relief:

5. Awarding punitive and exemplary damages according to proof;

6. Awarding pre-judgment interest at the maximum legal rate;

7. Awarding post-judgment interest at the maximum legal rate from the date of the last Transfer until the judgment is paid in full;

- 1 8. Awarding costs of suit incurred herein; and
- 2 9. Granting any other and further relief as the Court deems just and proper.

3
4 Dated: March 19, 2025

Respectfully submitted,

DINSMORE & SHOHL LLP

5
6 By: /s/ Tyler Powell
7 Tyler Powell [pro hac vice]
8 Yosina M. Lissebeck
 Special Counsel to Richard A. Marshack, Trustee of
 the LPG Liquidation Trust

EXHIBIT 1

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Special Counsel to Richard A. Marshack

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In Re

The Litigation Practice Group P.C.,

Debtor(s),

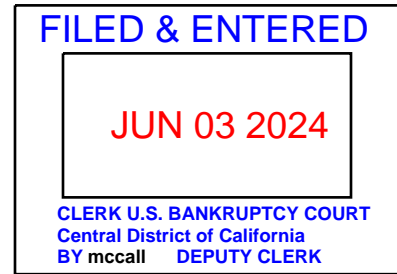
Case No: 23-bk-10571-SC

Chapter 11

**ORDER GRANTING MOTION FOR
ENTRY OF PROTECTIVE ORDER AND
THE PROTECTIVE ORDER**

Date: May 23, 2024
Time: 1:30 p.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C (via Zoom)¹
411 West Fourth Street
Santa Ana, CA 92701

¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at:
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.



1 The Court has read and considered the Notice of Motion and Motion for Entry of Protective
2 Order (the "Motion") filed by Richard A. Marshack, in his capacity as the Chapter 11 Trustee (the
3 "Trustee") of the Bankruptcy Estate ("Estate") of The Litigation Practice Group P.C., on May 2, 2024,
4 pursuant to Federal Rule of Bankruptcy Procedure 7026 and Federal Rule of Civil Procedure 26(c)(1),
5 as Dk. No. 1164 ("Motion"), and has found good cause to grant the Motion.

6 IT IS HEREBY ORDERED that:

- 7 1. The Motion is granted;
- 8 2. The below Protective Order shall apply to any contested matter arising
9 in the main bankruptcy case and in all adversary proceedings filed by or against Trustee,
10 present and future; and
- 11 3. Govern the discovery conducted therein.

12 **PROTECTIVE ORDER**

13 **1. DEFINITIONS**

14 1.1 "Confidential Information" as used in this Protective Order shall mean documents and
15 other information (regardless of how generated, stored or maintained) that a Party or non-party
16 reasonably believes to contain or reflect non-public financial or business information, bank records,
17 financial records, such as social security numbers, non-public financial or personal information of a
18 Party or non-party, account numbers, sensitive digital information and identifiers, information subject
19 to confidentiality agreements or provisions other than this Protective Order, and other non-public
20 research, development, or commercial information that derives value or avoids injury by virtue of not
21 being known to the public.

22 1.2 This "Action" is defined and hereby means any contested matter arising in the main
23 bankruptcy case and in all adversary proceedings filed by or against Trustee, present and future.

24 1.3 "Designating Party" means a Party or non-party that designates Confidential
25 Information during the Action.

26 1.4 "Receiving Party" means a Party that receives Confidential Information during the
27 Action.
28

1.5 “Party” or “Parties” means person or entity subject to this Protective Order.

2. SCOPE OF THIS PROTECTIVE ORDER

2.1 Unless otherwise ordered, this Protective Order shall govern certain documents and other products of discovery obtained in the Action from the Parties there to, and from third parties. As well as certain information copied or derived therefrom, excerpts, summaries or compilations thereof, including, but not limited to, documents voluntarily exchanged as part of early settlement discussions, documents produced pursuant to initial disclosures, requests authorized by the Federal Rules of Civil Procedure made applicable herein by the Federal Rules of Bankruptcy Procedure, answers to interrogatories, deposition transcripts, responses to requests for production, responses to requests for admission, subpoenas, affidavits, declarations, expert reports, and other such material and information as may be produced during the course of the Action and designated as Confidential Information.

3. DESIGNATION OF CONFIDENTIAL INFORMATION

3.1 This Protective Order shall govern the production and handling of any Confidential Information in this Action. Any Party or non-party who produces Confidential Information in this Action may designate it as "Confidential" or "Attorneys' Eyes Only" consistent with the terms of this Protective Order. Whenever possible, the Designating Party must designate only those portions of a document, written discovery responses, deposition, transcript, or other material that contain the Confidential Information and refrain from designating entire documents. Regardless of any designations made hereunder, the Designating Party is not otherwise restricted from use or disclosure of its Confidential Information outside of this Action or for any business purposes. In addition, any Party may move to modify or seek other relief from any of the terms of this Protective Order if it has first tried in writing and in good faith to resolve its needs or disputes with the other Parties or Party as the case may be under the terms of this Protective Order. Further, nothing in this Protective Order shall prevent a Party from redacting documents consistent with the Federal Rules of Civil Procedure and utilizing the documents as needed through-out the Action.

3.2 Application to Non-Parties: Before a non-party is given copies of documents or materials designated as Confidential Information or Attorneys' Eyes Only as permitted hereunder, it

1 must first sign an acknowledgment to be bound to these terms that is attached hereto as Exhibit A; if
2 it fails to do so, the Parties to this Action must resolve any such dispute before making disclosure of
3 designated information as permitted hereunder to the non-party. If a non-party wishes to make
4 designations hereunder, it must first sign attached Exhibit A.

5 3.3 Timing and Provisional Protection: Designations of Confidential Information may be
6 made at any time. To avoid potential waiver of protection hereunder, the Designating Party should
7 designate documents or materials containing Confidential Information at the time of production or
8 disclosure, including on the record during the taking of any deposition. Deposition testimony will be
9 deemed provisionally protected for a period of thirty (30) days after the transcript is released to the
10 Parties by the court reporter, although the Parties may agree at any time to different timelines of
11 provisional protection of information as Confidential or Attorneys' Eyes Only as part of one or more
12 specific depositions. To retain any designations beyond the provisional period, a Designating Party
13 must designate specific pages and lines of deposition testimony before the provisional period has
14 expired. Such designations must be made in writing so that all counsel and court reporters may append
15 the designation to all copies of the transcripts.

16 3.4 Manner of Designation: Confidential Information may be designated hereunder in any
17 reasonable manner or method that notifies the Receiving Party of the designation level and identifies
18 with specificity the information to which the designation applies. If made verbally, the Designating
19 Party must promptly confirm the designation in writing. Whenever possible, the Designating Party
20 should stamp, affix, or embed a legend of "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" on
21 each designated page of the document or electronic image that contains Confidential Information.

22 4. **CHALLENGES TO DESIGNATED INFORMATION**

23 4.1 In the event that a Receiving Party disagrees at any time with any designation(s) made
24 by the Designating Party, the Receiving Party must first try to resolve such challenge in good faith
25 on an informal basis with the Designating Party. The Receiving Party must provide written notice of
26 the challenge and the grounds therefor to the Designating Party, who must respond in writing to the
27 challenge within fifteen (15) days. At all times, the Designating Party carries the burden of
28 establishing the propriety of the designation and protection level. Unless and until the challenge is

1 resolved by the Parties or ruled upon by the Court, the designated information shall remain protected
2 under this Protective Order. The failure of any Receiving Party to challenge a designation does not
3 constitute a concession that the designation is proper or an admission that the designated information
4 is otherwise competent, relevant, or material.

5 **5. LIMITED ACCESS/USE OF PROTECTED INFORMATION**

6 5.1 Restricted Use: Information that is produced or exchanged in the course of the Action
7 and designated under this Protective Order may be used for preparation for trial and preparation for
8 any appeal of any and all matters in the Action, as well as related settlement negotiations, and for no
9 other purpose, without the written consent of the Designating Party. No Confidential Information may
10 be disclosed to any person except in accordance with the terms of this Protective Order, unless the
11 parties are co-counsel or have entered into joint defense agreements. All persons in possession of
12 Confidential Information agree to exercise reasonable care with regard to the custody, use, or storage
13 of such information to ensure that its confidentiality is maintained. This obligation includes, but is
14 not limited to, the Receiving Party providing to the Designating Party prompt notice of the receipt of
15 any subpoena that seeks production or disclosure of any designated information and consulting with
16 the Designating Party before responding to the subpoena. Any use or disclosure of Confidential or
17 Attorneys' Eyes Only information in violation of the terms of this Protective Order may subject the
18 disclosing person or party to sanctions.

19 5.2 Access to "Confidential" Information: The Party(ies) and all persons subject to this
20 Protective Order agree that information designated as "CONFIDENTIAL" may only be accessed or
21 reviewed by the following:

- 22 a) The Court, its personnel, and court reporters;
23 b) Counsel of record, or co-counsel for any Party, or other party that has entered into a
24 joint defense agreement in the Action and their employees who assist counsel of record, or co-counsel
25 in the Action and are informed of the duties and obligations imposed hereunder;
26 c) The Parties, including their clients, agents and employees who are assisting or have
27 reason to know of the Action;

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d) Experts or consultants employed by the Parties or their counsel, or co-counsel, for purposes of an Action, so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons with the Designating Party's consent or by court order.

5.3 Access to "Attorneys' Eyes Only" Designations: The Parties and all persons subject to this Protective Order agree that information designated as "ATTORNEYS' EYES ONLY" may only be accessed or reviewed by the following:

a) The Court, its personnel, and court reporters;

b) Counsel of record, or co-counsel for any Party, or other party that has entered into a joint defense agreement in the Action and their employees who assist counsel of record in the Action and are informed of the duties hereunder;

c) In-house counsel for any Party in the Action and Richard A. Marshack, as Chapter 11 Trustee of The Litigation Practice Group P.C. who is informed of the duties and obligations imposed hereunder;

d) Experts or consultants employed by the Parties or their counsel, or co-counsel for purposes of the Action, and so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons to whom the Designating Party agrees in advance of disclosure or by court order.

5.4 Non-Waiver Effect of Designations: Neither the taking of, nor the failure to take, any action to enforce the provisions of this Protective Order, nor the failure to object to any designation, will constitute a waiver of any Party(ies)'s claim or defense in the Action or any other action or proceeding, including, but not limited to, a claim or defense that any designated information is or is not Confidential, is or is not entitled to particular protection, or embodies or does not embody information protectable by law.

5.5 In-Court Use of Designated Information: If information designated under this Protective Order will or may be offered in evidence at a hearing or trial related to any matter in the Action, then the offering party must give advance notice to the party or non-party that designated prior to offering the information so that any use or disclosure may be addressed in accordance with

1 the Court's case-management or other pre-trial order, or by a motion *in limine*. Nothing in this
2 Protective Order shall be construed as a waiver by a Party of any objections that may be raised as to
3 the admissibility at trial of any evidentiary materials.

4 **6. CLAW-BACK REQUESTS**

5 6.1 Failure to Make Designation: If, at any time, a Party or non-party discovers that it
6 produced or disclosed Confidential Information without designation, it may promptly notify the
7 Receiving Party and identify with particularity the Confidential Information to be designated and the
8 level of designation (the claw-back notification). The Receiving Party may then request substitute
9 production of the newly-designated information. Within thirty (30) days of receiving the claw-back
10 notification, the Receiving Party must: (1) certify to the Designating Party it has appropriately marked
11 or, if substitute production has been requested, destroyed all unmarked copies that it received, made,
12 and/or distributed; and (2) if it was practicably unable to mark or destroy any information because
13 disclosures occurred while the Receiving Party was under no duty of confidentiality under the terms
14 of this Protective Order regarding that information, the Receiving Party must reasonably provide as
15 much information as practicable to aid the Designating Party in protecting the information,
16 consistently with the Receiving Party's attorney-client, work-product, and/or trial-preparation
17 privileges.

18 6.2 Inadvertent Production of Privileged Information: If, at any time, a Party discovers
19 that it produced information that it reasonably believes is subject to protection under the
20 attorney/client, work-product, or trial-preparation privileges, then it must promptly notify each
21 Receiving Party of the claim for protection, the basis for it, amend its privilege log accordingly, and
22 comply with Fed. R. Civ. P. 26(b)(5). Whenever possible, the producing party must produce substitute
23 information that redacts the information subject to the claimed protection. The Receiving Party must
24 thereupon comply with Fed. R. Civ. P. 26(b)(5)(B) as to the information subject to the claimed
25 protection.

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1 **7. DURATION/CONTINUED RESTRICTIONS**

2 7.1 Handling of Designated Information Upon Conclusion of the Main Bankruptcy Case:

3 Upon conclusion of the Main Bankruptcy Case, by way of dismissal or closing of the case, the
4 Designating Party(ies) is/are responsible for ensuring that any Party or person to whom the
5 Designating Party shared or disclosed designated information in any of the matters under the Action
6 returns or destroys all of its copies, regardless of the medium in which it was stored. No witness or
7 Party may retain designated information that it received from any other Party or non-party under this
8 Protective Order; only counsel of record, or co-counsel, are the authorized agents who may retain one
9 copy for their respective legal files, and who must also describe to the Designating Party the extra
10 steps taken to protect its legal file containing paper and/or electronic copies of the designated
11 information so that it is not accessed, used, or disclosed inconsistently with the obligations under this
12 Protective Order. This provision does not apply to the Court or Court staff. Moreover, this provision
13 does not apply to Trustee, who may retain and use – consistent with this Order – Confidential
14 Information received in any Action during the entirety of the Bankruptcy.

15 7.2 Continued Restrictions Under this Protective Order: The restrictions on disclosure and
16 use of Confidential Information shall survive the conclusion of the Bankruptcy case and any matter
17 in the Action.

18 **8. PRIVILEGED OR PROTECTED INFORMATION**

19 8.1 Nothing in this Protective Order shall require disclosure of information that is
20 protected by the attorney-client privilege, the work-product protection, or any other legally cognizable
21 privilege (a “Privilege or Protection”). If information subject to a claim of Privilege or Protection is
22 inadvertently produced, pursuant to Federal Rule of Evidence 502(d) such production shall not
23 constitute a waiver of, or estoppel as to, any claim of Privilege or Protection for such information or
24 any other information that may be protected from disclosure by a Privilege or Protection in any
25 proceeding.

26 8.2 If a Party receives a document that appears to be subject to a Privilege or Protection,
27 then it shall refrain from examining the document any more than is essential to ascertain if it is
28 privileged or protected and shall promptly notify the producing Party in writing that the receiving


1 Party possesses material that appears to be subject to a Privilege or Protection. The producing Party
2 shall have seven (7) days after receiving such notice to assert a Privilege or Protection over the
3 identified material. If the producing Party does not assert a claim of Privilege or Protection within the
4 seven (7)-day period, the material in question shall be deemed not privileged or protected.

5 8.3 If a producing Party has produced a document subject to a claim of Privilege or
6 Protection, upon written request by the producing Party, the document for which a claim of Privilege
7 or Protection is made shall be sequestered or destroyed to the extent reasonably practicable, and the
8 receiving Party shall not use the document for any purpose other than in connection with analyzing
9 or disputing a claim of Privilege or Protection or in connection with a motion to compel the production
10 of the document.

11 8.4 The receiving Party sequestering or destroying such material may then move the Court
12 for an order compelling production of the material. The applicable producing Party bears the burden
13 of establishing the applicable Privilege or Protection of any clawed-back document or information as
14 and to the same extent that it would have borne such burden had it not produced the document or
15 information. Nothing in this Protective Order shall limit the Court's right or any receiving Party's
16 right to request an in camera review of any information subject to a claim of Privilege or Protection.

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24 Date: June 3, 2024


Scott C. Clarkson
United States Bankruptcy Judge

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EXHIBIT "A"

Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
Yosina M. Lissebeck (State Bar No. 201654)
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Sarah.mattingly@dinsmore.com
(Admitted pro hac vice)

Special Counsel to Richard A. Marshack,
Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In Re

The Litigation Practice Group P.C.,
Debtor(s),

Case No. 8:23-BK-10571-SC

Chapter 11

**EXHIBIT A TO STIPULATED
ORDER**

Date: May 23, 2024

Time: 1:30 p.m.

Judge: Hon. Scott C. Clarkson

Place: Courtroom 5C¹ - Via Zoom
411 W. Fourth Street
Santa Ana, CA 92701

¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at:
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 This is to certify that:

2 (a) I am being given access to Confidential Information pursuant to the
3 Stipulated Protective Order that was entered into the main bankruptcy case for
4 Litigation Practice Group, but which is binding and controlling as set forth by the
5 Court's Order on any and all contested matters and any and all litigation commenced
6 by Trustee;

7 (b) I have read the Stipulated Protective Order; and

8 (c) I agree to be bound by the terms and conditions thereof, including,
9 without limitation, to the obligations regarding the use, non-disclosure and return of
10 such Confidential Information. I further agree that in addition to being contractually
11 bound by the Stipulated Protective Order, I am subject to the jurisdiction of the above
12 reference Court for any violation thereof.

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14 Date: _____

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16 _____
Signature

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Printed Name
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EXHIBIT 2

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Oxford Knox, LLC	UnionBank	The Litigation Practice Group PC	X4858	12/28/2021		\$30,179.55	N
Oxford Knox, LLC	Chase	The Litigation Practice Group PC	X3158	7/29/2022		\$10,000.00	N
					Total	\$40,179.55	
Buffalo 21 Partners Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/13/2022	122	\$54,753.19	N
					Total	\$54,753.19	
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X3588	4/1/2021	1032	\$11,250.00	N
Jason Dovalina	Bank of the West	The Litigation Practice Group PC	X3441	5/4/2021		\$55,000.00	N
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X3588	5/13/2021		\$20,000.00	N
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X5909	8/18/2021		\$25,000.00	N
Jason Dovalina	American Express	LPG PC; Syed Gilani	X1001	12/19/2021		\$300.00	N
Jason Dovalina	American Express	LPG PC; Syed Gilani	X1001	12/19/2022		\$350.00	N
					Total	\$111,900.00	
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	3/15/2021		\$45,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	4/1/2021		\$45,000.00	N
Sye Gilani	Bank of the West	The Litigation Practice Group PC	X3441	4/19/2021	1021	\$60,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/5/2021	4490	\$30,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/12/2021	4492	\$50,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/13/2021		\$90,000.00	N
Sye Gilani	Bank of the West	The Litigation Practice Group PC	X3441	6/2/2021	1124	\$16,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	6/2/2021	1012	\$108,000.00	N
Sye Gilani	UnionBank	The Litigation Practice Group PC	X4858	2/11/2022		\$5.02	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	2/18/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	2/25/2022		\$13.82	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/4/2022		\$7.52	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3158	3/4/2022	10989	\$8,000.00	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/18/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/24/2022		\$12.18	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/18/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/21/2022		\$5.02	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/28/2022		\$14.06	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	5/19/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	6/16/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	6/30/2022		\$14.06	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/8/2022		\$7.52	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/14/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/29/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	8/19/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	8/26/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	9/9/2022		\$7.50	N
					Total	\$452,130.92	
Samson Ly	Chase	The Litigation Practice Group PC	X3158	11/28/2022	1272	\$20,000.00	N
Samson Ly	Chase	The Litigation Practice Group PC	X3158	12/21/2022	1277	\$20,000.00	Y
Samson Ly	Chase	The Litigation Practice Group PC	X3158	12/21/2022	1278	\$20,000.00	Y
					Total	\$60,000.00	
Bew Solar Management LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$6,286.87	N
Bew Solar Management LLC	Chase	The Litigation Practice Group PC	X3158	1/19/2022		\$7,463.63	N
Bew Solar Management LLC	Chase	The Litigation Practice Group PC	X3158	2/28/2022	11031	\$2,964.29	N
					Total	\$16,714.79	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Lexicon Consulting LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	12/2/2021	320	\$5,074.94	N
Lexicon Consulting LLC	UnionBank	The Litigation Practice Group PC	X4858	1/10/2022		\$180,000.00	N
Lexicon Consulting LLC	UnionBank	The Litigation Practice Group PC	X4858	2/4/2022		\$215.90	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/18/2022		\$581.18	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/25/2022		\$397.08	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/4/2022		\$832.46	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/10/2022		\$2,078.67	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/18/2022		\$941.92	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/24/2022		\$907.91	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/1/2022		\$1,582.53	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/7/2022		\$2,415.60	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/18/2022		\$2,412.47	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/21/2022		\$962.49	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/28/2022		\$411.84	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/5/2022		\$321.33	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/13/2022		\$589.32	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/19/2022		\$801.91	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/27/2022		\$142.18	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/3/2022		\$472.08	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/10/2022		\$423.92	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/16/2022		\$799.39	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/30/2022		\$475.49	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/8/2022		\$246.71	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/14/2022		\$430.75	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/21/2022		\$218.09	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/5/2022		\$341.27	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/11/2022		\$103.62	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/19/2022		\$495.15	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/2/2022		\$50.00	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/9/2022		\$280.83	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/16/2022		\$590.95	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/23/2022		\$218.09	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/6/2022		\$193.57	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/14/2022		\$428.53	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/21/2022		\$347.61	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/10/2022		\$244.89	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/18/2022		\$184.45	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/25/2022		\$91.28	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/9/2022		\$155.12	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/19/2022		\$283.96	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/27/2022		\$81.33	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/30/2022		\$9.95	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	1/6/2023		\$155.12	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	1/24/2023		\$283.96	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/7/2023		\$81.33	Y
Lexicon Consulting LLC	Bank of America	Litigation Practice Group PC	X6538	2/9/2023		\$136.28	Y
					Total	\$208,493.45	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
United Partnerships LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$15,149.08	N
United Partnerships LLC	UnionBank	The Litigation Practice Group PC; IOLTA	X94874	1/14/2022	129	\$17,912.71	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	3/8/2022		\$7,142.86	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	3/23/2022		\$20,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	4/8/2022		\$10,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	7/22/2022		\$60,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/12/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/16/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/19/2022		\$41,158.45	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/23/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/24/2022		\$31,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/25/2022		\$20,025.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	8/31/2022		\$9,200.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/6/2022		\$32,971.70	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/8/2022		\$27,656.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/8/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/9/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/9/2022		\$14,180.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/9/2022		\$9,200.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/13/2022		\$9,600.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$26,775.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$14,160.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$4,263.89	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/22/2022		\$20,000.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/22/2022		\$5,488.89	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/26/2022		\$5,363.11	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/5/2022		\$26,775.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/5/2022		\$14,661.89	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/7/2022		\$5,363.11	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	10/13/2022		\$46,859.95	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$25,875.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$20,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/20/2022		\$46,859.95	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/20/2022		\$20,025.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	10/20/2022		\$9,650.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	11/3/2022		\$20,000.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/3/2022		\$35,500.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/9/2022		\$33,870.15	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/10/2022		\$25,500.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/14/2022		\$26,700.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/14/2022		\$21,600.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/9/2022		\$9,800.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$33,870.15	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$17,375.00	N

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$13,275.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/20/2022		\$35,500.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/20/2022		\$22,075.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/23/2022		\$11,760.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	1/9/2023		\$12,510.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/10/2023		\$17,375.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/10/2023		\$3,406.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$31,500.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$20,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$20,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$17,375.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	2/10/2023		\$100,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6486	2/15/2023		\$50,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	2/27/2023		\$40,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	2/28/2023		\$11,000.00	Y
United Partnerships LLC	Chase	BAT Inc.	X0830	3/16/2023		\$21,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	3/17/2023		\$19,000.00	Y
					Total	\$1,467,532.89	
Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Ventura Consulting, LLC	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$560,000.00	N
Ventura Consulting, LLC	Chase	The Litigation Practice Group PC	X3158	3/8/2022		\$16,678.57	N
						\$576,678.57	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$3,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/10/2020		\$3,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/23/2020		\$10,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/1/2020		\$750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/7/2020		\$3,200.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$4,500.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$4,500.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/5/2021		\$1,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/6/2021		\$14,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/15/2021		\$5,250.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/25/2021		\$3,275.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$2,250.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/2/2021		\$10,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/10/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/1/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/5/2021		\$6,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/10/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/22/2021		\$5,000.00	N
Matthew Church	Bank of the West	The Litigation Practice Group PC	X3441	3/29/2021	99007	\$1,023.89	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/29/2021		\$5,500.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/31/2021		\$3,750.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/2/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/5/2021		\$2,500.00	N
Matthew Church	Chase	Vulcan Consulting Group LLC	X3588	4/15/2021		\$1,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/21/2021		\$33,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/14/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$12,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/7/2021		\$5,000.00	N
					Total	\$206,498.89	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	8/18/2020		\$3,750.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$8,250.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/10/2020		\$3,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/25/2020		\$5,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/4/2021		\$4,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/22/2021		\$34,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$34,450.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/4/2021		\$180,000.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	3/24/2021		\$47,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/6/2021		\$47,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	4/16/2021		\$22,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/16/2021		\$13,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/7/2021		\$13,500.00	N
Frank Brown	Chase	Vulcan Consulting Group LLC	X3588	5/11/2021		\$22,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/14/2021		\$36,000.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/25/2021	1039	\$625.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/26/2021		\$2,108.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$36,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/2/2021		\$2,100.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/4/2021		\$50,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/24/2021		\$22,500.00	N
Frank Brown	Chase	Vulcan Consulting Group LLC	X3588	9/14/2021		\$2,108.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/20/2022		\$10,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	11/15/2022		\$150,000.00	N
					Total	\$905,891.00	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Spectrum Payment Solution	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$64,383.60	N
Spectrum Payment Solution	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/13/2022	132	\$50,752.68	N
Spectrum Payment Solution	Chase	The Litigation Practice Group PC	X3158	3/15/2022	1166	\$30,357.14	N
					Total	\$145,493.42	
Home Energy Solutions Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$15,000.00	N
Home Energy Solutions Inc	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/17/2021		\$30,000.00	N
					Total	\$45,000.00	
JNR Services, Inc.	Chase	Vulcan Consulting Group LLC	X3588	4/22/2021		\$37,000.00	N
JNR Services, Inc.	Bank of the West	The Litigation Practice Group PC	X3441	5/17/2021	1003581150	\$31,500.00	N
JNR Services, Inc.	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$74,991.76	N
JNR Services, Inc.	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$250,000.00	N
JNR Services, Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/7/2022	124	\$40,919.74	N
JNR Services, Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/25/2022		\$21,886.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	2/10/2022		\$20,000.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	3/9/2022	1158	\$16,678.57	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022		\$25,000.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	7/8/2022		\$35,000.00	N
JNR Services, Inc.	Chase	LPG VC; Alex Tarkoff	X6652	10/25/2022		\$42,500.00	N
JNR Services, Inc.	Chase	LPG VC; Alex Tarkoff	X6652	10/25/2022		\$32,500.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	11/15/2022		\$23,000.00	N
					Total	\$650,976.07	
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	8/14/2020		\$15,000.00	N
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$15,000.00	N
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/2/2020		\$15,000.00	N
					Total	\$45,000.00	
Lifestar Products Inc	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$55,740.48	N
Lifestar Products Inc	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/10/2022	126	\$53,499.17	N
					Total	\$109,239.65	
AZLS Enterprises Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/6/2021		\$130,226.82	N
AZLS Enterprises Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/6/2021		\$22,500.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	9/21/2021		\$65,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	9/22/2021		\$90,400.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	10/1/2021	10288	\$23,076.92	N
AZLS Enterprises Inc.	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/8/2021		\$218,400.00	N
AZLS Enterprises Inc.	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$250,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	1/3/2022	1121	\$100,000.00	N
AZLS Enterprises Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/7/2022	121	\$67,185.30	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	2/10/2022	1136	\$100,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/4/2022	1152	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/9/2022	1153	\$25,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/15/2022	1161	\$25,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022	1172	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022	1173	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	4/8/2022	1203	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	4/15/2022	1208	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	5/10/2022	1230	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	6/6/2022	11407	\$23,000.00	N
					Total	\$1,273,038.30	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/29/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/6/2021		\$20,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/19/2021		\$6,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/7/2021		\$6,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/14/2021		\$1,500.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$4,500.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$4,500.00	N
Investline Wealth Services	Optimum Bank	COAST PROCESSING LLC DBA LITIGATION PRACTICE GROUP	X6712	8/26/2021		\$34,500.00	N
					Total	\$104,000.00	

Bank Name	Account Name	Account Number	Date	Debit/Charge	Payee	90 Day Transfer
Bank of the West	The Litigation Practice Group PC	X441	6/3/2021	\$26,000.00	Rachel Dovalina	N
			Total	\$26,000.00		
Bank Name	Account Name	Account Number	Date	Debit/Charge	Payee	90 Day Transfers
Wells Fargo	Vulcan Consulting Group LLC	X3193	1/8/2021	\$4,667.38	Validation LLC	N
Bank of the West	The Litigation Practice Group PC	X441	3/31/2021	\$4,636.69	Validation LLC	N
Bank of the West	The Litigation Practice Group PC	X441	5/26/2021	\$27,325.48	Validation LLC	N
Bank of the West	The Litigation Practice Group PC	X441	6/3/2021	\$32,089.32	Validation LLC	N
Bank of the West	The Litigation Practice Group PC	X441	6/8/2021	\$21,772.78	Validation LLC	N
Chase	Vulcan Consulting Group LLC	X3588	6/25/2021	\$41,549.28	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	7/28/2021	\$19,319.93	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	8/6/2021	\$28,202.28	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	8/13/2021	\$20,785.38	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	8/23/2021	\$30,875.12	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	8/25/2021	\$499.26	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	9/1/2021	\$3,183.27	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	9/3/2021	\$29,569.03	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	9/9/2021	\$15,349.10	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	9/16/2021	\$32,340.55	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	9/22/2021	\$15,895.79	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	10/5/2021	\$26,123.19	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	10/7/2021	\$17,162.48	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	10/14/2021	\$43,308.01	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	10/26/2021	\$21,032.81	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	11/12/2021	\$27,637.56	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	11/24/2021	\$202,530.00	Validation LLC	N
Chase	The Litigation Practice Group PC	X3158	12/15/2021	\$242.82	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	1/13/2022	\$1,333.61	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	1/21/2022	\$2,589.44	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	1/28/2022	\$8,796.43	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	3/10/2022	\$8,860.22	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	3/18/2022	\$31,972.14	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	3/25/2022	\$29,490.69	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	4/1/2022	\$26,981.50	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	4/7/2022	\$29,823.54	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	4/21/2022	\$26,990.78	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	5/19/2022	\$191,472.56	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	6/3/2022	\$81,008.18	Validation LLC	N
Chase	The Litigation Practice Group PC	X3158	10/18/2022	\$8,000.00	Validation LLC	N
			Total	\$1,113,416.60		

EXHIBIT 3

Bank Name	Account Name	Account Number	Transaction Date	Debit/Charge	Payee	Post-Petition Transfer
Bank of America	Prime Logix LLC	X9201	4/6/2023	\$25,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	4/12/2023	\$20,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	5/1/2023	\$25,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	5/12/2023	\$35,000.00	United Partnerships LLC	Y
			Total	\$105,000.00		

EXHIBIT 4

DEBT REPAYMENT AGREEMENT

This DEBT REPAYMENT AGREEMENT (this “*Agreement*”) is executed as of April 15, 2022 (the “*Effective Date*”), by and between THE LITIGATION PRACTICE GROUP PC, a California law corporation (the “*Company*”), and OXFORD KNOX, LLC, a Delaware limited liability company (“*Creditor*”). The Company and the Creditor may be collectively referred to as the “*Parties*,” and individually as a “*Party*.”

RECITALS

WHEREAS, the Company provides legal services to clients in connection with debt resolution of the clients’ enrolled liabilities (the “*Business*”);

WHEREAS, the Creditor has in the past provided, directly or indirectly through its members, contractors, affiliates and/or predecessors-in-interest, funding for the Company’s operations, including funding for the recruitment, training and support related to marketing affiliates;

WHEREAS, despite good faith efforts, the Parties have been unable to establish the precise amount of the funding previously provided by the Creditor to the Company, and by way of compromise have agreed that Company is indebted to the Creditor in the amount of \$22,000,000 (the “*Indebtedness*”); and

WHEREAS, the Company and the Creditor have further agreed that the Indebtedness shall be satisfied and paid in full by (i) monthly payments set forth on Schedule 1 through October 2027; plus (ii) a balloon payment in the amount of \$10,000,000, payable solely in the event of a Sale of Business (as defined below) with respect to the Company.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The statements contained in the recitals set forth above are true and correct and by this reference are made a part of this Agreement.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms shall have the meanings indicated in this Section 2:

“*Net Proceeds from Sale of Business*” means the proceeds from a Sale of Business, as applicable, as determined after reduction for the following: (a) payment of all expenses related thereto, including any applicable commissions and other fees paid in connection therewith; and (ii) in the case of a Sale of Business, payments in satisfaction of any and all present and future indebtedness for borrowed money (other than the Indebtedness), obligations or liabilities of the Company.

“*Sale of Business*” means a sale, transfer, assignment, or other disposition by the Company or the Company’s shareholders of all or substantially all of the Business.

3. Debt Repayment. As payment in full of the Indebtedness, the Company agrees to make the following payments to the Creditor:

a. Monthly Payments. The Company shall repay \$12,000,000 of the Indebtedness in monthly installments in accordance with Schedule 1 through October 2027 or until a Sale of Business has occurred with respect to the Company, whichever comes first. Each such repayment installment shall be due and

payable on or before the 15th business day of each month (or such other time as may be mutually agreed upon by the Parties), with the first payment having been made on November 4, 2021. The Indebtedness repayment schedule may be revised from time to time by mutual agreement of the Parties by executing and amendment to Schedule 1.

b. Prepayments. The Company shall make monthly prepayments of the Indebtedness in the amount of Excess Cash Flow, as calculated by the Company in good faith consistent with past practice. Such prepayments shall be consistent with the Parties' agreement that the Company shall use commercially best efforts to repay the Indebtedness in its entirety by December 31, 2024.

c. Balloon Payment. At the time of a Sale of Business, the Company shall make a balloon payment to the Creditor, in full satisfaction of the Indebtedness, in the amount of (i) \$10,000,000, *plus* (b) if applicable, the principal outstanding amount at such time of the monthly installment obligations payable pursuant to Section 3(a), above together with the balance of any unpaid interest and other amounts payable thereunder (the "**Balloon Payment**"). The Balloon Payment shall be paid to the Creditor through the escrow or similar agreement, or arrangement established for such sale, provided, however, that the amount payable to the Creditor in the case of a Sale of Business pursuant to this Section 3(c) shall not exceed the Net Proceeds from Sale of Business.

4. Representations and Warranties.

a. The Company represents and warrants to the Creditor that (i) the Company is a California legal corporation duly organized, validly existing, and in good standing under the laws of the state of California, (ii) the Company has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement and the performance of the terms hereof by the Company have been duly authorized by all necessary action on the part of the Company, (iv) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated by the Company does not conflict in any material respect with, or constitute a material default under, the organizational documents of the Company, and does not violate any contract, instrument, or other agreement, whether written or oral to which the Company is a party or by which the Company is bound, (v) this Agreement constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, and (vi) the Company has all licenses, permits, consents and approvals required to be obtained by it from any regulatory agency exercising its authority over the Company in order for it to lawfully conduct its business, to perform its obligations hereunder and to receive the rights and benefits available to it hereunder except to the extent the failure to have any of the foregoing could not, singly or in the aggregate, reasonably be expected to have a material adverse effect on the Company.

b. the Creditor represents and warrants to the Company that (i) the Creditor is a Delaware limited liability company duly organized, validly existing, and in good standing under the laws of the state of Delaware, (ii) the Creditor has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement and the performance of the terms hereof by the Creditor have been duly authorized by all necessary action on the part of the Creditor, (iv) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated by the Creditor does not conflict in any material respect with, or constitute a material default under, the organizational documents of the Creditor, and does not violate any contract, instrument, or other agreement, whether written or oral to which the Creditor is a party or by which the Creditor is bound, (v) this Agreement constitutes the legal, valid, and binding obligation of the Creditor, enforceable against the Company in accordance with its terms, and (vi) the Creditor has all licenses, permits, consents and approvals required to be obtained by it from any regulatory agency exercising its authority over the Creditor in order for it to lawfully conduct its business, to perform its obligations hereunder and to receive the rights

and benefits available to it hereunder except to the extent the failure to have any of the foregoing could not, singly or in the aggregate, reasonably be expected to have a material adverse effect on the Creditor.

5. Confidentiality. The Parties agree that any and all Confidential Information (as defined herein) shall be used solely for the purposes of the lawful performance of this Agreement and shall not be used or disclosed to any third party except as authorized herein or by the Parties in writing.

a. Definition. As used in this Agreement, “**Confidential Information**” shall include (i) all information regarding an existing or potential client of the Company, (ii) each Party’s proprietary information, trade secrets or other business information that is either identified as or should otherwise be reasonably understood to be of a confidential nature, as may be disclosed to the other Party in connection with the performance of this Agreement, and (iii) this Agreement and the nature, terms and conditions of this Agreement.

b. Limited Use. Each Party agrees it shall not, without the prior written consent of the other Party or as permitted by the terms and conditions of this Agreement, do any of the following: (i) disclose any Confidential Information to any third party; (ii) permit any third-party access to such Confidential Information; or (iii) use Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

c. Exceptions. The confidentiality obligations imposed on the Parties by this section shall not apply to Confidential Information which, through no fault of a Party: (i) is required to be disclosed in order to comply with applicable laws and regulations, court orders or other process of law, (ii) is required to be made to any tax, banking or other regulatory authority, or legal or financial advisor of either Party, (iii) is made to such Party’s current or prospective lenders or investors, (iv) was already known to that Party prior to disclosure of the same Confidential Information by the other Party or is independently discovered by the Party, or (v) subsequently becomes available to the public at large without a breach of this Agreement.

d. Return of Confidential Information. Upon termination of this Agreement, both Parties shall return the Confidential Information of the other Party to the Party to which the Confidential Information belongs.

e. Enforcement. In the event of any breach of the obligations under this section, the Parties acknowledge that the Party adversely affected by the breach would have no adequate remedy at law to protect its Confidential Information, since the harm caused by such a breach could not be easily measured and compensated for in damages, and that in addition to such remedies as may be available, a Party may obtain injunctive relief including, but not limited to, specific performance.

f. Confidentiality of Agreement. The Parties agree that this Agreement and its terms are strictly confidential and shall not be disclosed to any person, firm, corporation, or other entity, orally or in writing, except as may be necessary to comply with applicable laws and regulations, court orders or other process of law, confer with a financial advisor, tax preparer, or lawyer regarding the subject matter of this Agreement, or to enforce this Agreement.

g. Survival. The provisions of this section shall survive the expiration or any termination of this Agreement or any addendum hereto.

6. Indemnification. The Parties agree to be responsible for their own actions, and each Party agrees to indemnify, defend and hold harmless the other party and such other Party’s directors, officers, employees and agents for, from and against all claims and losses of any type, including reasonable attorneys’ fees, in connection with, in whole or in part: (a) any negligent act or omission by, or any willful misconduct on the

part of, the indemnifying Party; (b) the indemnifying Party's failure to comply with any applicable federal, state, or local law; or (c) any breach of this Agreement by the indemnifying Party.

7. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any federal, state, provincial, territorial, local, or foreign law shall be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. Any reference to any contract or agreement (including schedules, exhibits and other attachments thereto), including this Agreement, shall be deemed also to refer to such contract or agreement as amended, restated, or otherwise modified, unless the context requires otherwise. The words "include," "includes," and "including" shall be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context requires otherwise. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Where this Agreement states that a Party "will" or "shall" perform in some manner or otherwise act or omit to act, it means that such Party is legally obligated to do so in accordance with this Agreement. The captions, titles, and headings included in this Agreement are for convenience only and do not affect this Agreement's construction or interpretation. Any reference to an Article, Section, or Schedule in this Agreement shall refer to an Article or Section of, or Schedule to, this Agreement, unless the context otherwise requires. This Agreement is for the sole benefit of the Parties and does not, and is not intended to, confer any rights or remedies in favor of any person (including any employee, director, shareholder or third party lender or service provider of a party) other than the Parties.

8. No Assignment by the Company. Except as set forth herein, the Company shall not assign, transfer, or otherwise alienate any or all of its rights or interest under this Agreement without the express prior written consent of the Creditor, which consent may be granted or withheld in the Creditor's sole discretion.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede (a) all prior oral or written proposals or agreements, (b) all contemporaneous oral proposals or agreements, and (c) all previous negotiations and all other communications or understandings between the Parties, in each case with respect to the subject matter hereof.

10. Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, facsimile, email or other generally accepted means of electronic transmission, or mail (with postage prepaid), to the following addresses:

If to the Company, to:

The Litigation Practice Group PC
17542 E 17th Street
Suite 100
Tustin, CA 92780
Fax No.: 949-715-0648
Email: admin@LPGLaw.com
Attention: Daniel S. March

If to the Creditor, to:

Oxford Knox, LLC
c/o Rick R. Emmett
300 S. Harbor Blvd., Suite 1000
Anaheim, CA 92805
Fax No.: (714) 563-1316
Email: remmett@investlincadvisors.com
Attention: Rick R. Emmett, Manager

or to such other addresses or telecopy numbers as may be specified by like notice to the other Party.

11. Severability. If any term or other provision of this Agreement shall be determined by a court, governmental authority, or arbitrator to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal, or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

12. Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

13. Binding Effect. This Agreement binds and benefits the Parties and their respective successors and permitted assigns. Other than those persons entitled to indemnity hereunder, there are no third-party beneficiaries having rights under or with respect to this Agreement.

14. Waiver. A provision of this Agreement may be waived only by a writing signed by the Party intended to be bound by the waiver. A Party is not prevented from enforcing any right, remedy, or condition in the Party's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the Party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a Party's rights and remedies in this Agreement is not intended to be exclusive, and a Party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

15. Disputes.

a. Dispute Resolution. Except with respect to a Party's request for equitable or provisional relief or to otherwise protect its Confidential Information provided under this Agreement, no civil action, proceeding as set forth below with respect to any dispute, controversy or claim arising out of, or relating to, or in connection with, this Agreement, or the breach, termination, or validity hereof, including the validity of this dispute resolution provision (each of which dispute, controversy, or claim will be termed a "Dispute") between the Parties may be commenced, nor may a Party terminate any portion of this Agreement for a material breach of a material warranty, representation, covenant or obligation of this Agreement, until the Parties have first attempted to resolve the Dispute amicably in good faith.

b. Arbitration of Disputes. If the Parties cannot resolve a Dispute pursuant to Section 15(a) above, any and all disputes under this Agreement shall be resolved by final and binding arbitration pursuant to JAMS Rules of Arbitration. Such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect. The decision by the arbitrator shall be final and binding, may be confirmed by a court of competent jurisdiction and judgment shall be entered thereon. The arbitration shall be conducted in Orange County, California. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration (e.g., to compel arbitration) or from seeking equitable or provisional relief from a court of competent jurisdiction.

c. Confidentiality of Proceedings. The Parties agree that any arbitration proceedings hereunder will be treated as the Confidential Information of both Parties and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration. In addition, if a Party's Confidential Information is required to be disclosed pursuant to an arbitration proceeding or other judicial proceeding, the Receiving Party shall treat the Disclosing Party's Confidential Information pursuant to the terms of Section 5 (Confidentiality).

d. Attorneys' Fees and Costs. The prevailing Party in any arbitration or other legal proceeding shall be entitled to recover its reasonable fees and costs (including attorneys' fees) associated with the dispute from the other Party. The arbitrator shall determine who is the prevailing Party and award reasonable attorney fees.

e. Choice of Law. This arbitration provision (including the validity and applicability of the agreement to arbitrate, the conduct of any arbitration of a Dispute, the enforcement of any arbitral award made hereunder and any other questions of arbitration law or procedure arising hereunder) and its interpretation, any and all Disputes between the Parties arising out of or relating to this Agreement in any manner, shall be governed by and construed in accordance with the substantive internal laws of the State of California, excluding its conflicts of law rules.

16. Relationship of Parties. This Agreement does not create a fiduciary relationship, partnership, joint venture, or relationship of trust or agency between the Parties. Each Party shall have the obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed under this Agreement and shall be liable for all acts or omissions of its employees and agents in performing their respective obligations hereunder. The Company understands and agrees that it has complete control over the operation and decision making of its business.

17. Further Assurances. From time to time, each Party agrees to execute and deliver such additional documents and will provide such additional information and assistance as any Party may reasonably require to carry out the terms of this Agreement.

18. Survival. The Parties agree that the provisions of this Agreement that by their terms or nature are intended to survive the termination of this Agreement shall survive such termination.

19. No Publicity. Neither Party shall issue a press release announcing the Parties' business relationship, without the prior, written consent of the other Party as to the context and content of such materials or press release. Each Party shall have the right to terminate its consent at any time and for any reason by providing written notice to the other Party.


20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, when taken together, shall be one and the same document.

Each Party may rely upon a “pdf” counterpart of this Agreement signed by the other Party with the same effect as if such Party had received an original counterpart signed by such other Party.


[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Debt Repayment Agreement to be effective as of the Effective Date.

OXFORD KNOX, LLC

By: 
Name: Rick R. Emmett
Title: Manager/Secretary

THE LITIGATION PRACTICE GROUP PC

By: 
Name: DANIEL MARCH
Title: MANAGING SHAREHOLDER

SCHEDULE 1

REPAYMENT SCHEDULE

Starting Balance: \$12,000,000.00
 Annual Interest Rate: 10.0%
 Repayment Period: 72 months
 Start Date: November 1, 2021

Repayment Date	Repayment Installment	Remaining Balance
November 2021	\$757,454.09	\$11,334,950.40
December 2021	\$0	\$11,431,219.84
January 2022	\$629,090.35	\$10,896,899.08
February 2022	\$357,142.30	\$10,620,609.71
March 2022	\$0	\$10,343,421.67
April 2022	\$200,000.00	\$10,226,792.26
May 2022	\$200,000.00	\$10,111,951.32
June 2022	\$200,000.00	\$9,993,419.41
July 2022	\$200,000.00	\$9,876,596.40
August 2022	\$200,000.00	\$9,758,781.19
September 2022	\$200,000.00	\$9,637,346.52
October 2022	\$200,000.00	\$9,517,499.32
November 2022	\$200,000.00	\$9,394,081.51
December 2022	\$200,000.00	\$9,272,168.23
January 2023	\$200,000.00	\$9,149,219.52
February 2023	\$200,000.00	\$9,017,871.07
March 2023	\$200,000.00	\$8,892,762.58
April 2023	\$200,000.00	\$8,764,209.94
May 2023	\$200,000.00	\$8,636,947.06
June 2023	\$200,000.00	\$8,506,291.83
July 2023	\$200,000.00	\$8,376,838.42
August 2023	\$200,000.00	\$8,246,285.54
September 2023	\$200,000.00	\$8,112,419.40
October 2023	\$200,000.00	\$7,979,620.77
November 2023	\$200,000.00	\$7,843,562.86
December 2023	\$200,000.00	\$7,708,480.79
January 2024	\$200,000.00	\$7,572,251.45
February 2024	\$200,000.00	\$7,428,805.70
March 2024	\$200,000.00	\$7,290,201.04
April 2024	\$200,000.00	\$7,148,476.66
May 2024	\$200,000.00	\$7,007,491.12
June 2024	\$200,000.00	\$6,863,443.11
July 2024	\$200,000.00	\$6,720,036.73
August 2024	\$200,000.00	\$6,575,412.39
September 2024	\$200,000.00	\$6,431,306.41
October 2024	\$200,000.00	\$6,287,644.25
November 2024	\$200,000.00	\$6,137,679.68
December 2024	\$200,000.00	\$5,988,109.29
January 2025	\$200,000.00	\$5,837,268.58
February 2025	\$200,000.00	\$5,680,513.38
March 2025	\$200,000.00	\$5,527,060.20
April 2025	\$200,000.00	\$5,370,844.26
May 2025	\$200,000.00	\$5,214,761.02
June 2025	\$200,000.00	\$5,055,978.23
July 2025	\$200,000.00	\$4,897,220.79

August 2025	\$200,000.00	\$4,737,114.99
September 2025	\$200,000.00	\$4,574,406.35
October 2025	\$200,000.00	\$4,411,558.84
November 2025	\$200,000.00	\$4,246,174.39
December 2025	\$200,000.00	\$4,080,539.16
January 2026	\$200,000.00	\$3,913,497.16
February 2026	\$200,000.00	\$3,741,984.27
March 2026	\$200,000.00	\$3,572,066.87
April 2026	\$200,000.00	\$3,399,782.49
May 2026	\$200,000.00	\$3,226,958.73
June 2026	\$200,000.00	\$3,051,837.84
July 2026	\$200,000.00	\$2,876,058.93
August 2026	\$200,000.00	\$2,698,787.10
September 2026	\$200,000.00	\$2,520,694.27
October 2026	\$200,000.00	\$2,341,675.89
November 2026	\$200,000.00	\$2,159,278.71
December 2026	\$200,000.00	\$1,975,919.16
January 2027	\$200,000.00	\$1,791,002.31
February 2027	\$200,000.00	\$1,603,207.26
March 2027	\$200,000.00	\$1,415,124.91
April 2027	\$200,000.00	\$1,225,112.23
May 2027	\$200,000.00	\$1,033,818.67
June 2027	\$200,000.00	\$840,671.97
July 2027	\$200,000.00	\$646,113.29
August 2027	\$200,000.00	\$449,902.20
September 2027	\$200,000.00	\$252,093.13
October 2027	\$252,093.13	\$0.00

Oxford Knox LLC
LPG Loan Calculations per agreement dated April 15, 2022

November 1, 2021 - June 30, 2023

<u>From Date</u>	<u>To Date</u>	<u>Days</u>	<u>Total Pd</u>	<u>Principal</u>	<u>Interest</u>	<u>Beq Bal</u>	<u>Int</u>	<u>Annual</u>	<u>Per Day</u>	<u>Interest Amt</u>	<u>Ending Bal</u>
11/01/21						\$12,000,000.00					\$12,000,000.00
(Per Schedule 1 of agreement dated 4/15/22)											
11/01/21	Payment		\$757,454.09	\$665,049.60	\$92,404.49						\$11,334,950.40
01/01/22	Payment		\$629,090.35	\$438,051.32	\$191,039.03						\$10,896,899.08
02/01/22	Payment		\$357,142.30	\$276,289.37	\$80,852.93						\$10,620,609.71
03/01/22	03/11/23	375					10%	\$1,062,060.97	\$2,909.76	\$1,091,158.53	\$11,711,768.24
03/11/23	Notice of Default Balloon Payment					\$10,000,000.00					\$21,711,768.24
03/11/23	06/30/23	111					10%	\$2,171,176.82	\$5,948.43	\$660,275.69	\$22,372,043.93
Totals			\$1,743,686.74	\$1,379,390.29	\$364,296.45	\$22,000,000.00				\$1,751,434.22	\$22,372,043.93

7/20/2023 Updated/jaw

EXHIBIT 5

Payments to American Express

Payee	Bank Name	Account Name	Account Number	Transaction Date	Payment	90 Day Transfer
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	2/11/2022	\$5,344.99	N
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	3/11/2022	\$190,271.26	N
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	4/19/2022	\$254,488.04	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/15/2022	\$2,638.06	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	9/2/2022	\$80,906.55	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	11/16/2022	\$84,078.06	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/13/2023	\$78,910.81	Y
				Total	\$696,637.77	

Adversary Cover Sheet

B1040 (FORM 1040) (12/24)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Richard A. Marshack, Trustee of the LPG Liquidation Trust	DEFENDANTS Oxford Knox, LLC; Buffalo 21 Partners, Inc.; Rick Emmett; Ryan Taylor Connet; Obrik, Inc.; Albright, Inc.; Jason Dovalina; Rachel Dovalina; Final Season, Inc.; Factor In, Inc.; Syed Faisal Gilani aka Sye Gilani; BAE Enterprises, Inc.; Rose Bianca Loli; Decacorn Holdings, Inc.; Samson Ly; BEW Solar Management, LLC; Sean Stephens; Lexicon Consulting, LLC; Daniel Lansdale; United Partnerships, LLC; Ventura Consulting, LLC; Matthew Church; Frank Brown; Validation, Partners LLC; Innovative Solutions, LLC; MRJR20 Partners, LLC; MFCR, Investments, LLC; Lifesize, Inc.; Karrington, Inc.; Spectrum Payment Solutions, LLC; Jason D. Williams; Home Energy Solutions, Inc.; The Coelho Irrevocable Life Insurance Trust; JNR Services, Inc.; C.A.T. Exteriors, Inc.; AZLS Enterprises, Inc.; A Solution Debt Relief, Inc.; INVESTLINC Wealth Services, Inc.	
ATTORNEYS (Firm Name, Address, and Telephone No.) Yosina M. Lissebeck (SBN 201654) Tyler Powell (Ky. Bar No. 90520) (<i>Admitted pro hac vice</i>) DINSMORE & SHOHL LLP 655 West Broadway, Suite 800 San Diego, CA 92101 Telephone (619) 400-0500 yosina.lissebeck@dinsmore.com tyler.powell@dinsmore.com	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) (1) Avoidance, recovery, and preservation of preferential transfers made to or for certain defendants made within ninety days of the petition date; (2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain defendants; (3) Avoidance of Debtor's execution of repayment agreement with defendant Oxford Knox, LLC; (4) Avoidance, recovery, and preservation of fraudulent transfers(s); (5) Avoidance, recovery, and preservation of fraudulent transfer(s); (6) Avoidance, preservation, and recovery of voidable transfers made with intent to defraud; (7) Avoidance, preservation, and recovery of voidable transfers made with no intent to defraud; (8) Avoidance, recovery, and preservation of fraudulent transfers made to or for the benefit of Defendants Gilani and Dovalina arising from use of American Express Card; and (9) Objection to Proof of Claim No. 818 of Oxford Knox, LLC		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(a) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(b) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(c) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(d) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(e) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(f) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(f) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(g) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief- imposition of stay <input type="checkbox"/> 72-Injunctive relief - other FRBP 7001(h) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(i) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(j) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§78aaa <i>et seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ 3M+	
Other Relief Sought		

B1040 (FORM 1040) (12/24)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR The Litigation Practice Group P.C.		BANKRUPTCY CASE NO. 8:23-bk-10571-SC
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISION OFFICE Santa Ana	NAME OF JUDGE Scott C. Clarkson
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Tyler Powell		
DATE March 19, 2025	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Yosina M. Lissebeck Tyler Powell (admitted pro hac vice) Special Counsel to Richard A. Marshack, Trustee of the LPG Liquidation Trust	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Exhibit 3

Christopher Celentino (131688)
Yosina M. Lissebeck (State Bar No. 201654)
Christopher B. Ghio (State Bar No. 259094)
DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Telephone: 619.400.0500
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Tyler Powell (Ky. Bar No. 90520 – Admitted pro hac vice)
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Telephone: 859-425-1056
Facsimile: 859-425-1099
tyler.powell@dinsmore.com

Special Counsel to Richard A. Marshack,
Trustee of the LPG Liquidation Trust

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:	CHAPTER 11
The Litigation Practice Group P.C.,	Case No.: 8:23-bk-10571-SC
	Adv. No: 8:25-ap-01208-SC
Debtor(s).	TRUSTEE'S AMENDED COMPLAINT FOR:
Richard A. Marshack, Trustee of the LPG Liquidation Trust,	(1) AVOIDANCE, RECOVERY, AND PRESERVATION OF PREFERENTIAL TRANSFERS MADE TO OR FOR CERTAIN DEFENDANTS MADE WITHIN NINETY DAYS OF THE PETITION DATE;
Plaintiff,	(2) AVOIDANCE, RECOVERY, AND PRESERVATION OF POST-PETITION TRANSFERS MADE TO OR FOR THE BENEFIT OF CERTAIN DEFENDANTS;
v.	(3) AVOIDANCE OF DEBTOR'S EXECUTION OF REPAYMENT AGREEMENT WITH DEFENDANT OXFORD KNOX, LLC PURSUANT TO 11 U.S.C. §§ 548(a), 550, AND 551;
Oxford Knox, LLC, a Delaware limited liability company; Buffalo 21 Partners, Inc., a Wyoming corporation; Rick Emmett, individually; Ryan Taylor Connet, individually; Obrik, Inc., a Wyoming corporation; Albright, Inc., a Florida corporation; Jason Dovalina, individually; Rachel Dovalina, individually; Final Season, Inc., a California corporation.; Factor In, Inc., a California corporation; Syed Faisal Gilani AKA Sye Gilani, individually; BAE Enterprises, Inc., a Wyoming corporation; Rose Bianca Loli, individually; Decacorn Holdings, Inc., a California limited liability company; Samson Ly, individually; BEW Solar Management, LLC, a California limited	(4) AVOIDANCE, RECOVERY, AND PRESERVATION OF FRAUDULENT

liability company; Sean Stephens, individually;
Lexicon Consulting, LLC, a California corporation;
Daniel Lansdale, individually; United Partnerships,
LLC, a California corporation; Ventura Consulting,
LLC, a Nevada limited liability; Matthew Church,
individually; Frank Brown, individually;
Validation LLC, a California limited liability
company; Innovative Solutions, LLC, a Wyoming
corporation; MRJR20 Partners, LLC, a California
limited liability company; MFCR, Investments,
LLC, a Florida limited liability company; Lifesize,
Inc, a Wyoming corporation.; Karrington, Inc., a
Wyoming corporation; Spectrum Payment
Solutions, LLC, a California limited liability
company; Jason D. Williams, individually; Home
Energy Solutions, Inc., a California corporation;
The Coelho Irrevocable Life Insurance Trust, a
California trust; JNR Services, Inc., a California
corporation; C.A.T. Exteriors, Inc., an Arizona
corporation; AZLS Enterprises, Inc, a California
corporation; A Solution Debt Relief, Inc., a
Wyoming corporation and INVESTLINC Wealth
Services, Inc., a California corporation;

Defendant(s).

**TRANSFER(S) PURSUANT TO 11 U.S.C.
§§ 548(a)(1), 550, AND 551;**

**(5) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFER(S) PURSUANT TO 11 U.S.C.
§§ 548(a)(2), 550, AND 551;**

**(6) AVOIDANCE, PRESERVATION,
AND RECOVERY OF VOIDABLE
TRANSFERS MADE WITH INTENT TO
DEFRAUD [11 U.S.C. §§ 544, 550, 551;
CAL. CIV. CODE §§ 3439.04(a)(1) AND
3439.07];**

**(7) AVOIDANCE, PRESERVATION,
AND RECOVERY OF VOIDABLE
TRANSFERS MADE WITH NO INTENT
TO DEFRAUD [11 U.S.C. §§ 544, 550, 551;
CAL. CIV. CODE §§ 3439.04(a)(2),
3439.05, AND 3439.07];**

**(8) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFERS MADE TO OR FOR THE
BENEFIT OF DEFENDANTS GILANI
AND DOVALINA ARISING FROM USE
OF AMERICAN EXPRESS CARD; and**

**(9) OBJECTION TO PROOF OF CLAIM
NO. 818 OF OXFORD KNOX, LLC**

Judge: Hon. Scott C. Clarkson
Dept: 5C

For his *Amended Complaint for (1) Avoidance, recovery, and preservation of preferential transfers made to or for certain defendants made within ninety days of the petition date; (2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain defendants; (3) Avoidance of Debtor's execution of repayment agreement with defendant Oxford Knox, LLC pursuant to 11 U.S.C. §§548(a), 550, and 551; (4) Avoidance, Recovery, and preservation of fraudulent transfers(s) pursuant to 11 U.S.C. §§548(a)(1), 550, and 551; (5) Avoidance, recovery, and preservation of fraudulent transfer(s) to 11 U.S.C. §§548(a)(2), 550, and 551; (6) Avoidance, preservation, and recovery of voidable transfers made with intent to defraud [11U.S.C. §§544, 550, 551; Cal. Civ Code §§3439.04(a)(1) and 3439.07] (7)Avoidance, preservation, and recovery of voidable transfers made with no intent to defraud [11 U.S.C.*

1 §§544, 550, 551; Cal. Civ. Code §§3439.04(a)(2), 3439.05, and 3439.07]; (8) Avoidance,
2 recovery, and preservation of fraudulent transfers made to or for the benefit of Defendants Gilani
3 and Dovalina arising from use of American Express Card; and (9) Objection to Proof of Claim No.
4 818 of Oxford Knox, LLC (the “Complaint”), plaintiff Richard A. Marshack, the former Chapter 11
5 Trustee for the bankruptcy estate (“Estate”) of debtor The Litigation Practice Group P.C. (“Debtor”
6 or “LPG”) and Trustee of the LPG Liquidation Trust (collectively, “Trustee” or “Plaintiff”) in the
7 above-captioned bankruptcy case (the “Bankruptcy Case”), alleges and avers as follows:

8 **STATEMENT OF JURISDICTION, NATURE OF PROCEEDING, AND VENUE**

9 1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 157(b)(2)(A),
10 (E), (H) and (O), 1334(b), and General Order No. 13-05 of the District Court for the Central District
11 of California because this is a core proceeding arising in and/or related to the Bankruptcy Case,
12 which is a case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), and
13 which is pending in the United States Bankruptcy Court for the Central District of California, Santa
14 Ana Division (the “Court”).

15 2. Regardless of whether this proceeding is core, non-core, or otherwise, the Plaintiff
16 consents to the entry of a final order and judgment by the Bankruptcy Court.

17 3. Defendants are hereby notified that Rule 7008 of the Federal Rules of Bankruptcy
18 Procedure requires them to plead whether consent is given to the entry of a final order and judgment
19 by the bankruptcy court.

20 4. Venue of this adversary proceeding properly lies in this judicial district pursuant to
21 28 U.S.C. § 1409(a) because this proceeding is related to the Debtor’s pending Bankruptcy Case.

22 **THE PARTIES**

23 5. Debtor LPG is, and at all material times was, a professional corporation organized,
24 existing, and in good standing under the laws of the State of California, with its principal place of
25 business in Tustin, California.

26 6. Defendant Oxford Knox, LLC is, and at all material times represented that it was, a
27 Delaware - domestic limited liability company (“Oxford Knox”).

28 7. Defendant Oxford Knox may be served by first class mail postage prepaid upon its

Partnership Representative: Richard R. Emmett, 251 Little Falls Drive, Wilmington, Delaware 19808.

8. Defendant Buffalo 21 Partners, Inc. is, and at all material times represented that it was, a Wyoming - domestic corporation, ("Buffalo 21").

9. Defendant Buffalo 21 may be served by first class mail postage prepaid upon its CEO: Richard R. Emmett, 1309 Coffeen Avenue, Suite 1200, Sheridan, Wyoming 82801.

10. Defendant Rick Ronald Emmett is, and at all material times represented that he was, an individual residing in the state of California ("Emmett").

11. Defendant Emmett may be served by first class mail postage prepaid upon himself; 10 Pointe Drive, Suite 150, Brea, California 92821.

12. Defendant Ryan Taylor Connet is, and at all material times represented that he was, an individual residing in the state of California ("Connet").

13. Defendant Connet may be served by first class mail postage prepaid upon himself; 4155 E. La Palma Avenue, Anaheim, California 92807.

14. Defendant Obrik, Inc. is, and at all material times represented that it was, a Wyoming – domestic corporation ("Obrik").

15. Defendant Obrik may be served by first class mail postage prepaid upon its registered agent: Cloud Peak Law; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.

16. Defendant Albright, Inc. is, and at all material times represented that it was, a Florida – domestic corporation ("Albright").

17. Defendant Albright may be served by first class mail postage prepaid upon its registered agent: William J. Albright; 701 Aqui Esta Drive, #263, Punta Gorda, Florida, 33951.

18. Defendant Jason Dovalina is, and at all material times represented that he was, an individual residing in the state of California ("Jason Dovalina").

19. Defendant Jason Dovalina, may be served by first class mail postage prepaid upon himself; 128 W. Santa Fe Avenue, Suite C, Placentia, California 92870-5632.

20. Defendant Rachel Dovalina is, and at all material times represented that she was, an individual residing in the state of California ("Rachel Dovalina").

21. Defendant Rachel Dovalina, may be served by first class mail postage prepaid upon

1 herself; 736 Oceanview Drive, Fullerton, California 92832.

2 22. Defendant The Final Season, Inc. is, and at all material times represented that it was,
3 a California – domestic corporation (“Final Season”).

4 23. Defendant Final Season may be served by first class mail postage prepaid upon its
5 agent; 5716 Corsa Avenue S. 110, West Lake Village, California 91362.

6 24. Defendant Factor In, Inc. is, and at all material times represented that it was, a
7 California – domestic corporation (“Factor In”).

8 25. Defendant Factor In may be served by first class mail postage prepaid upon its
9 registered agent: Sye Gilani; 7651 Greenock Way, Riverside, California 92508.

10 26. Defendant Syed Faisal Gilani aka Sye Gilani is, and at all material times represented
11 that he was, an individual residing in the state of California (“Gilani”).

12 27. Defendant Gilani may be served by first class mail postage prepaid upon himself: 7651
13 Greenock Way, Riverside, California 92508.

14 28. Defendant Bae Enterprises, Inc. is, and at all material times represented that it was, a
15 Wyoming - domestic corporation (“Bae Enterprises”).

16 29. Defendant Bae Enterprises may be served by first class mail postage prepaid upon its
17 registered agent: Cloud Peak Law, LLC, 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming
18 82801.

19 30. Defendant Rose Bianca Loli is, and at all material times represented that she was, an
20 individual residing in the state of California (“Loli”).

21 31. Defendant Loli may be served by first class mail postage prepaid upon herself: 33741
22 Alcazar Drive, Dana Point, California 92629 or 1220 Ensenada Avenue, Laguna Beach, California
23 92651.

24 32. Defendant Decacorn Holdings, LLC is, and at all material times represented that it
25 was, a California – domestic limited liability company (“Decacorn Holdings”).

26 33. Defendant Decacorn may be served by first class mail postage prepaid upon its
27 registered agent: Dana Fang, 2520 Venture Oaks Way, Suite 120, Sacramento, California 95833.

28 34. Defendant Samson Ly is, and at all material times represented that he is a resident of

1 California (“Ly”).

2 35. Defendant Ly may be served by first class mail postage prepaid upon himself: 208 S.
3 Moore Avenue, Apt. D, Monterey Park, California 91754.

4 36. Defendant BEW Solar Management, LLC is, and at all material times represented that
5 it was, a California – domestic limited liability company (“BEW Solar”).

6 37. Defendant BEW Solar may be served by first class mail postage prepaid upon its
7 manager: Sean M. Stephens, 2560 N. Synergy Avenue, Eagle, Idaho 83616.

8 38. Defendant Sean M. Stephens is, and at all material times represented that he was, an
9 individual residing in Idaho (“Stephens”).

10 39. Defendant Stephens may be served by first class mail postage prepaid upon himself:
11 2560 N Synergy Ave, Eagle, Idaho 83616.

12 40. Defendant Lexicon Consulting, Inc. is, and at all material times represented that it was,
13 a California – domestic corporation (“Lexicon”).

14 41. Defendant Lexicon may be served by first class mail postage prepaid upon its
15 registered agent: Jamie Latshaw, 266 S Magnolia Avenue, Suite 202, El Cajon, California 92020.

16 42. Defendant Daniel Lansdale is, and at all material times was, an individual residing in
17 the state of California (“Lansdale”).

18 43. Defendant Lansdale may be served by first class mail postage prepaid upon himself;
19 515 W. Commonwealth Avenue, Suite 211, Fullerton, California 92832.

20 44. Defendant United Partnerships, Inc. is, and all material times represented that it was,
21 a California, - domestic corporation (“United Partnerships”).

22 45. Defendant United Partnerships may be served by first class mail postage prepaid upon
23 its registered agent: 7300 Lennox Avenue, Room J-14, Van Nuys, CA 91405.

24 46. Defendant Ventura Consulting, LLC is, and at all material times represented that it
25 was, a Nevada - domestic limited liability company (“Ventura”).

26 47. Defendant Ventura may be served by first class mail postage prepaid upon its member
27 Matthew Church; 708 Grandview Avenue, Fullerton, California 92832 and 10620 Southern
28 Highlands Parkway, Suite 110-18, Las Vegas, Nevada 89141.

1 48. Defendant Matthew Church is, and at all material times represented that he was an
2 individual residing in the states of California and Nevada (“Church”)

3 49. Defendant Church may be served by first class postage prepaid upon himself; 708
4 Grandview Avenue, Fullerton, California 92832 and 10620 Southern Highlands Parkway, Suite 110-
5 18, Las Vegas, Nevada 89141.

6 50. Defendant Frank Brown is, and at all material times represented that he was an
7 individual residing in the state of Nevada (“Brown”).

8 51. Defendant Brown may be served first class postage prepaid upon himself: and 10620
9 Southern Highlands Parkway, Suite 110-18, Las Vegas Nevada 89141 and 10881 Pentland Downs
10 Street, Las Vegas, Nevada 89141.

11 52. Defendant Validation LLC is, and at all material times represented that it was, a
12 California limited liability company (“Validation”).

13 53. Defendant Validation may be served by first class mail postage prepaid upon its agent
14 Matthew Church, 17542 17th Street, Ste. 105, Tustin, CA 92780.

15 54. Defendant Innovative Solutions, Inc. is, and at all material times represented that it
16 was a Wyoming – domestic corporation (“Innovative Solutions”).

17 55. Defendant Innovative Solutions may be served by first class mail postage prepaid upon
18 its agent Cloud Peak Law, LLC; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.

19 56. Defendant MRJR20 Partners, LLC, is and at all material times represented that it was
20 a California – domestic limited liability company (“MRJR20”).

21 57. Defendant MRJR20 may be served by first class mail postage prepaid upon its agent
22 Rick R. Emmett; 10 Pointe Drive, Suite 150, Brea, California 92821.

23 58. Defendant MFCR Investments, LLC is, and at all material times represented that it
24 was a Florida – domestic limited liability company (“MFCR Investments”).

25 59. Defendant MFCR Investments may be served by first class mail postage prepaid upon
26 its agent Scott F. Penton; 1525 Clapton Drive, Deland, Florida 32720.

27 60. Defendant Lifesize, Inc. is, and at all material times represented that it was a Wyoming
28 – domestic corporation (“Lifesize”).

61. Defendant Lifesize may be served by first class mail postage prepaid upon its agent Cloud Peak Law, LLC; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.

62. Defendant Karrington, Inc. is, and at all material times represented that it was, a Wyoming - domestic corporation (“Karrington”).

63. Defendant Karrington may be served by first class mail postage prepaid upon its registered agent: Company Sage Agents, LLC; 1095 Sugarview Drive, Suite 100, Sheridan, Wyoming 82801.

64. Defendant Spectrum Payment Solutions, LLC is, and at all material times represented that it was, a California – domestic limited liability company (“Spectrum”).

65. Defendant Spectrum may be served by first class mail postage prepaid upon its agent Samson Ly; 208 S. Moore Avenue, Apt. D, Monterey Park, California 91754.

66. Defendant Jason D. Williams is, and at all material times represented that he was an individual residing in the state of California (“Williams”).

67. Defendant Williams may be served by first class mail postage prepaid upon himself; 4155 E. La Palma Avenue, Anaheim, California 92807.

68. Defendant Home Energy Solutions, Inc. is, and at all material times represented that it was a California – domestic corporation (“Home Energy”).

69. Defendant Home Energy may be served by first class mail postage prepaid upon its Financial Manager: Rick R. Emmett, 300 S. Harbor Boulevard., Suite 1000, Anaheim, California 92805.

70. Defendant The Coelho Irrevocable Life Insurance Trust is, and at all material times represented that it was a California Trust (“Coelho Trust”).

71. Defendant Coelho Trust may be served by first class mail postage prepaid upon its Trustee Rick R. Emmett: 300 S. Harbor Boulevard., Suite 1000, Anaheim, California 92805.

72. Defendant JNR Services, Inc. is, and at all material times represented that it was a California – domestic corporation (“JNR”).

73. Defendant JNR may be served by first class mail postage prepaid upon its agent Rick R. Emmett; 10 Pointe Drive, Suite 150, Brea, California 92821.

74. Defendant C.A.T. Exteriors, Inc. is, and at all material times represented that it was an Arizona – domestic corporation (“CAT Exteriors”).

75. Defendant CAT Exteriors may be served by first class mail postage prepaid upon its agent Rick R. Emmett: 10 Pointe Drive, Suite 150, Brea, California 92821.

76. Defendant AZLS Enterprises Inc. is, and at all material times represented that it was a California – domestic corporation (“AZLS”).

77. Defendant AZLS may be served by first class mail postage prepaid upon its agent: Hee S. Noh, 9 Traditional Place, Irvine, California 92602.

78. Defendant A Solution Debt Relief, Inc. is, an administratively dissolved Wyoming corporation (“A Solution”).

79. Defendant A Solution may be served by first class mail postage prepaid upon its agent: Cloud Peak Law, LLC, 1095 Sugar View Drive, Suite 500, Sheridan, WY 82801.

80. Defendant Investline Wealth Services, Inc. is, and at all material times represented that it was a California – domestic corporation (“Investline”).

81. Defendant InvestLinc may be served by first class mail postage prepaid upon its agent: West A. Cohan, 10 Pointe Drive, Suite 150, Brea, California 92821.

82. Unless separately identified herein, all of the Defendants will collectively be referred to herein as the “Oxford Knox Defendants.”

83. As discussed herein, not all Oxford Knox Defendants are identified in the Exhibits as receiving payments. Those Oxford Knox Defendants that are not identified as receiving a payment are named herein in their capacity as (i) as a subsequent transferee of an identified transfer, (ii) the potential recipient of a not yet identified transfer, and/or (ii) the party for whose benefit a particular transfer was made that is identified herein. Specific allegations regarding the relationships of Defendants are made herein.

GENERAL ALLEGATIONS

A. The Bankruptcy Case

84. On March 20, 2023 (“Petition Date”), Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, commencing the Bankruptcy Case.

1 85. The Office of the United States Trustee (“UST”) filed its *Motion by United States*
2 *Trustee to Dismiss or Convert Case Pursuant to 11 U.S.C. § 1112(b)* [Bankr. Docket No. 21] and
3 creditors Debt Validation Fund II, LLC; MC DVI Fund 1, LLC; and MC DVI Fund 2, LLC filed the
4 *Motion by DVF and MC DVI to Dismiss Chapter 11 Case Pursuant to 11 U.S.C. §§ 105, 305, 349, &*
5 *1112, or in the Alternative Convert This Case to Chapter 7 or Appoint a Trustee* [Bankr. Docket No.
6 44]. On May 4, 2023, the Court entered its *Order Directing United States Trustee to Appoint Chapter*
7 *11 Trustee* [Bankr. Docket No. 58].

8 86. Pursuant to the *Acceptance of Appointment as Chapter 11 Trustee* [Bankr. Docket No.
9 63], on May 8, 2023, Trustee accepted his appointment as the Chapter 11 Trustee in the Bankruptcy
10 Case. The Court approved the Trustee’s appointment in its *Order Approving the U.S. Trustee’s*
11 *Application for the Appointment of a Chapter 11 Trustee* [Docket No. 65].

12 87. Trustee was not appointed until after events of the case and, therefore, bases these
13 allegations on information and belief. *Soo Park v. Thompson*, 851 F.3d 910, 928 (9th Cir.
14 2017) (“The *Twombly* plausibility standard . . . does not prevent a plaintiff from pleading facts alleged
15 upon information and belief where the facts are peculiarly within the possession and control of the
16 defendant or where the belief is based on factual information that makes the inference of culpability
17 plausible.”); *Miller v. City of Los Angeles*, 2014 U.S. Dist. LEXIS 198871, 2014 WL 12610195, at
18 *5 (C.D. Cal. Aug. 7, 2014) (recognizing that the plaintiff’s “information and belief” pleading was
19 allowed and “necessary at times”); *see also Mireskandari v. Daily Mail and General Trust PLC*, 2013
20 U.S. Dist. LEXIS 194437, 2013 WL 12129642, at *4 (C.D. Cal. July 31, 2013) (“The Federal Rules
21 of Civil Procedure allow parties to plead facts on ‘information and belief’ if the facts ‘will likely have
22 evidentiary support after a reasonable opportunity for further investigation or discovery.’” (citations
23 omitted)).

24 88. Pursuant to the *Order Confirming Modified First Amended Joint Chapter 11 Plan of*
25 *Liquidation* entered September 9, 2024, and the *Notice of Occurrence of Effective Date of Modified*
26 *First Amended Joint Chapter 11 Plan of Liquidation* filed September 24, 2024, Richard A. Marshack
27 became the Liquidating Trustee of the LPG Liquidation Trust, effective September 24, 2024. [Bankr.
28 Docket Nos. 1646 & 1762].

1 89. Plaintiff brings this action solely in his capacity as the Liquidating Trustee of the LPG
2 Liquidation Trust, for the benefit of Debtor's Estate and its creditors.

3 **B. Protective Order**

4 90. On or about May 2, 2024, Plaintiff filed that certain Notice and Motion for Entry of
5 Protective Order (the "Protective Order").

6 91. On June 3, 2024, the Court entered its *Order Granting Motion for Entry of Protective*
7 *Order and the Protective Order* [Bankr. Docket No. 1270] (the "Protective Order"). A true and
8 accurate copy of the Protective Order is attached as **Exhibit 1**, and incorporated herein.

9 92. By its own terms, the Protective Order applies to this adversary proceeding and
10 governs all discovery conducted herein.

11 **C. LPG's Ownership and Management**

12 93. Prior to the Petition Date, LPG operated a law firm for consumers across the country
13 who sought assistance in contesting or resolving debts they would identify. At all relevant times, LPG
14 was controlled and operated by the individual named Tony Diab ("Diab").

15 94. The consumers would pay LPG over a period of time via monthly debits from their
16 bank accounts.

17 95. The monthly payments were meant to cover all legal services LPG provided to the
18 consumers including validation of the debts, review of documents to determine enforceability, and
19 court appearances to halt lawsuits to obtain judgments.

20 96. In certain instances, LPG would file a lawsuit in an effort to eliminate a disputed debt
21 or to prosecute affirmative claims held by the consumers.

22 97. LPG mismanaged the consumers' monthly payments.

23 98. Diab and other defendants devised a plan to fraudulently transfer funds, client files,
24 client funds and assets in the form of ACH Receivables (the "ACH Receivables" or "Accounts
25 Receivable") out of LPG to third parties prior to the filing of bankruptcy.

26 99. To obtain consumer clients, LPG contracted with marketing companies, who
27 engaged in illegal capping and would advertise or call to solicit consumers to become clients of LPG
28 in exchange for a percentage of the ACH Receivables collected by LPG from the consumers. The

1 marketing affiliate went so far as to assist with the execution of an engagement letter between the
2 consumer and LPG.

3 100. In exchange, LPG agreed to pay the marketing affiliates a percentage the monthly
4 payments collected by LPG from the consumers.

5 101. Because LPG received payments from consumers over time, it often sought financing
6 by borrowing against its future cash flows. This borrowing was not only used to finance operations
7 at LPG, but also to pay the fees owed to the marketing companies for providing the client referrals.

8 102. Many of the documents executed in connection with such financing described the
9 transactions as accounts receivable purchase agreements.

10 103. Diab used entities he controlled including, without limitation, Vulcan Consulting, LLC
11 (“Vulcan”), B.A.T. Inc. dba Coast Processing (“Coast”), PrimeLogix, LLC (“PrimeLogix”) and
12 others to divert LPG consumer funds and ACH Receivables. Diab would use numerous ACH
13 processing companies in order to easily transfer millions of dollars from Debtor to these entities he
14 controlled, without oversight or detection, and to avoid payment disputes and complications. The
15 money that flowed from Debtor through these bank account to Defendants consisted of Client Funds
16 that Debtor funneled to these entities by means of the ACH processing companies. Debtor also made
17 deposits into these entities bank account such that they received Client Funds directly from Debtor in
18 addition to direct Accounts Receivable.

19 **SPECIFIC ALLEGATIONS**

20 **A. Ponzi Scheme Presumption**

21 104. The Ponzi Scheme Presumption exists in bankruptcy proceedings.

22 105. The Ponzi Scheme Presumption can be utilized to establish a debtor’s “intent to
23 defraud future undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme.
24 Indeed, no other reasonable inference is possible. A Ponzi scheme cannot work forever. The investor
25 pool is a limited resource and will eventually run dry. The perpetrator must know that the scheme will
26 eventually collapse as a result of the inability to attract new investors. The perpetrator nevertheless
27 makes payments to present investors, which, by definition, are meant to attract new investors. He
28 must know all along, from the very nature of his activities, that investors at the end of the line will

lose their money. Knowledge to a substantial certainty constitutes intent in the eyes of the law,” *cf. Restatement (Second) of Torts § 8A* (1963 & 1964), and a debtor’s knowledge that future investors will not be paid is sufficient to establish his actual intent to defraud them. *Kirkland v. Rund (In re EPD Inv. Co., LLC)*, 114 F.4th 1148, 1153 (9th Cir. 2024) (by definition Ponzi scheme is destined to fail and the swindler and their entities often end in bankruptcy or equitable receivership); *Cf. Coleman Am. Moving Servs., Inc. v. First Nat’l Bank & Trust Co. (In re American Properties, Inc.)* 14 B.R. 637, 643 (Bankr. D. Kan. 1981) (intentionally carrying out a transaction with full knowledge that its effect will be detrimental to creditors is sufficient for actual intent to hinder, delay or defraud within the meaning of § 548(a)(1)).” *Merrill v. Abbott (In re Independent Clearing House Co.)* (D. Utah 1987) 77 B.R. 843, 860. A trustee in bankruptcy is not required to show that an operator of a Ponzi scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co., LLC*, 114 F.4th at 1153 (“[a] trustee’s action to recover assets fraudulently conveyed in the course of a Ponzi scheme does not require that the trustee also prove the Ponzi-scheme operator was subjectively aware his Ponzi scheme was destined to fail.”).

106. “But if all the debtor receives in return for a transfer is the use of the defendant’s money to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to share. In fact, by helping the debtor perpetuate his scheme, the transfers exacerbate the harm to creditors by increasing the amount of claims while diminishing the debtor’s estate. In such a situation, the use of the defendant’s money cannot objectively be called ‘reasonably equivalent value.’” *In re Independent Clearing House Co.* 77 B.R. at 859. Therefore, “[t]he trustee can avoid the transfers if they were preferential or fraudulent. Transfers to investors in a Ponzi scheme are preferential and fraudulent. Therefore, they constitute “property of the estate,” and the trustee can recover them. *Id.* at 853 n.17 (citations omitted).

107. Debtor was operating a Ponzi scheme that utilized affiliates and several other entities as investors to continue its unlawful business practices by using funds provided by current investors to attract new investors hoping for very high returns. Therefore, the Debtor was running a Ponzi scheme and the Ponzi Scheme Presumption can be utilized to infer that the Debtor had the intent to defraud investors within the meaning of 11 U.S.C. section 548(a)(1). This is evidenced by the Court

1 in this Bankruptcy Case declaring that Debtor was operating a Ponzi scheme when it stated the
2 following:

3 It is important to note that this Court has never received any significant and
4 trustworthy evidence that Debtor accomplished meaningful results for its
5 clients, but only anecdotal examples of viable success for its clients. By
6 reviewing the Estate's claims register, there is evidence of consumer claims
7 for the fraud and demanded but undelivered refunds of approximately \$500
8 million. There is ample evidence that the pre-petition Debtor never placed
9 the collected funds into an attorney-client trust account, and that Debtor or
10 its principals simply looted the payments received through the client
11 automatic withdrawals, stiffing both the clients and outside attorneys who
12 may have been working on client cases with the hopes of being paid. There
13 is also evidence before the Court that Debtor was running a Ponzi scheme
14 and paying some outside (or "network") attorneys with funds obtained from
15 new clients. In this case, it appears that some of the "lenders" may have
16 been serving as "investors," hoping for very high returns before "the music
17 stopped." The Ninth Circuit has recently explained, "[b]y definition, a
18 Ponzi scheme is destined to fail because the pool of available investors is
19 not limitless. When the Ponzi scheme operator's pool of investors inevitably
20 runs dry, the scheme collapses and the swindler and their entities often end
21 up in bankruptcy or equitable receivership. *See generally* David R. Hague,
22 Expanding the Ponzi Scheme Presumption, 64 DePaul L. Rev. 867 (2015).
23 In bankruptcy, the court-appointed trustee is tasked with taking immediate
24 control of the entity, ceasing ongoing fraudulent activity, locating and
25 collecting assets for the bankruptcy or receivership estate, and achieving a
26 final, equitable distribution of the remaining assets. *See* 11 U.S.C. § 704;
27 *Kirkland v. Rund (In re EPD Inv. Co., LLC)*, 2024 U.S. App. LEXIS 21363,
28 at *15 (9th Cir. Aug. 23, 2024). Finally, there is evidence that Debtor was
encumbering (or as some creditors assert, "double or triple selling") their
accounts or receivables to multiple lenders. With respect to Greyson's
requested Administrative Claim [Dk. 676], and as more fully described in
the concurrently entered order denying the claim, there has been no
evidence presented that any work allegedly performed by Greyson assisted
any clients or added any value to the Estate.

See, Case 8:23-bk-10571-SC, Doc 1545 n. 5.

108. The Ponzi Scheme Presumption establishes a debtor's "intent to defraud future
undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme." *Merrill v.*
Abbott (In re Independent Clearing House Co.), 77 B.R. 843, 860 (D. Utah 1987). "Knowledge to a
substantial certainty constitutes intent in the eyes of the law, *cf. Restatement (Second) of Torts* § 8A
(1963 & 1964), and a debtor's knowledge that future investors will not be paid is sufficient to establish
his actual intent to defraud them." *Id.* A trustee in bankruptcy is not required to show that an operator
of a Ponzi scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co.,*
LLC, 114 F.4th at 1153 (9th Cir. 2024).

1 109. “[I]f all the debtor receives in return for a transfer is the use of the defendant’s money
2 to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to share.” *In re*
3 *Independent Clearing House Co.* 77 B.R. at 859. In such a situation, the use of the defendant’s money
4 cannot objectively be called “reasonably equivalent value.” *Id.* Therefore, “[t]he trustee can avoid the
5 transfers if they were preferential or fraudulent. Transfers to investors in a Ponzi scheme are
6 preferential and fraudulent. Therefore, they constitute ‘property of the estate,’ and the trustee can
7 recover them.” *Id.* at 853 n.17 (citations omitted).

8 110. In addition to the solicitation of investments and lending from the Oxford Knox
9 Defendants, the Debtor’s need for capital was so severe that it began borrowing funds through a loan
10 broker named Spot On Consulting, Inc. (“Spot On”). Upon information and belief, Spot On would
11 facilitate loans to LPG from individuals and corporations – sometimes for as little as \$5,000 – in
12 exchange for a ten percent (10%) commission on the principal amount of the loan. LPG would then
13 typically promise to pay each lender as much as eight percent (8%) interest per month on the principal
14 balance for twelve months and would then repay the original principal amount at maturity.

15 111. Upon further information and belief, LPG borrowed hundreds of thousands of dollars
16 **each week** on these terms beginning in August 2022 and continuing until filing for bankruptcy.

17 112. Proof of Claim No. 91 seeking more than \$66 million dollars has been filed for the
18 outstanding balances owed on these brokered “loans”. This Proof of Claim is incorporated by
19 reference herein.

20 113. Based on the Ponzi Scheme presumption the Court can infer that the Debtor had the
21 intent to defraud investors within the meaning of 11 U.S.C. § 548(a)(1). Since the Transfers to the
22 Defendants were made with the intent to further the Ponzi scheme, the Debtor did not receive an
23 objectively reasonable equivalent value for such transfers, and the Trustee can avoid any such
24 transfers because they were actually fraudulent as to the Debtor’s creditors..

25 **B. Prepetition Litigation and Creditors**

26 114. Debtor’s Schedule E/F, filed on April 4, 2023, as Dk. No. 33, lists: (a) 11 unsecured
27 creditors with priority unsecured claims totaling \$374,060.04; and (b) 58 nonpriority unsecured
28 creditors with scheduled claims totaling \$141,439,158.05.

115. The claims register in this Bankruptcy Case includes 2,554 proofs of claim, totaling in excess of \$424 million of claims asserted against the Estate.

116. At least 14 UCC-1 statements were of record securing alleged debts of the Debtor as of the Petition Date. These statements either reflected secured liens against the Debtor's assets then owned or thereafter acquired or provided evidence of the assignment or sale of substantial portions of the Debtor's future income. They secured the repayment of the following claimed amounts that are currently known to Trustee and are allegedly owed by the Debtor: (a) \$2,374,004.82 owed to Fundura Capital Group as evidenced by Proof of Claim No. 335 purportedly secured by a UCC statement filed on or about May 19, 2021; (b) approximately \$15 million dollars owed to MNS Funding, LLC as evidenced by Proof of Claim No. 1060 purportedly secured by a UCC statement filed on or about May 28, 2021; (c) approximately \$5,000,000 owed to Azzure Capital, LLC as evidenced by Proof of Claim No. 127 purportedly secured by a UCC statement filed on or about May 28, 2021; and (d) approximately \$1.5 million dollars owed to Diverse Capital, LLC purportedly secured by UCC statements filed on or about September 15, 2021, and December 1, 2021.

117. Debtor's balance sheets for the 36 months ending December 31, 2021, show approximately \$17,900,000 in total assets at its highest point in November 2021. This amount is significantly less than the \$424 million of claims filed.

118. Debtor's Statement of Financial Affairs, filed on April 4, 2023, as Dk. No. 34, reflects 15 pending lawsuits against Debtor as of the Petition Date. The lawsuits date back to October 18, 2021 (*Fundura v. The Litigation Practice Group P.C. et al.*, Supreme Court of New York Index No. 613192-2021) and are as recent as March 10, 2023 (*Diverse Capital LLC v. The Litigation Practice Group P.C. et al.*, Supreme Court of New York Index No. 135614-2023).

C. Debtor's Insolvency

119. Debtor was insolvent when the Transfers occurred as evidenced by: (a) the 14 UCC-1 statements reflecting secured liens against the Debtor's owned and after-acquired assets and the assignment or sale of substantial portions of the Debtor's future income; (b) the priority and non-priority unsecured debt of nearly \$142 million listed in Debtor's schedules; (c) the \$424 million of creditor claims filed in this Bankruptcy Case; and (d) Debtor's balance sheets reflecting, at its highest

1 point, \$17.9 million of assets in November 2021.

2 120. Moreover, insolvency is presumed as a matter of law where, as in this Bankruptcy
3 Case, the debtor operated a Ponzi scheme. *See, e.g., Glob. Money Mgmt., L.P. v. McDonnold*, No.
4 06CV34, 2008 U.S. Dist. LEXIS 128733, at *15 (S.D. Cal. Feb. 27, 2008) (concluding that “if a Ponzi
5 scheme is proven, then the debtor is proven insolvent from the time of its inception”).

6 **SPECIFIC ALLEGATIONS**

7 121. Upon information and belief, Oxford Knox and its predecessor Validation were
8 formed to try to meet promises made to investors and lenders to or partners of the Debtor and/or a
9 related entity. Whether these debts arose from traditional loans, “purchases” of receivables from a set
10 of client files, or investments in the Debtor or a particular venture, the Debtor, Tony Diab, and/or a
11 related entity was not able to fulfill the promised obligations.

12 122. Some Oxford Knox Defendants appear to have lent money to Tony Diab. In the
13 summer of 2021, Defendants Home Energy, Ryan Connet, the Coelho Trust, Jason Williams, Samson
14 Ly, BEW Solar, and Spectrum collectively paid more than \$1,000,000 into escrow to fund the down
15 payment on Tony Diab’s purchase of Arash Bayrooti’s shares in Coast. These escrowed funds were
16 ultimately paid to Mr. Bayrooti on behalf of Mr. Diab; however, the Debtor, and not Mr. Diab, was
17 required to make these payments.

18 123. Upon information and belief, some amounts may have been repaid to these individuals
19 that advanced money to fund Mr. Diab’s purchase of shares in Coast. These debts may have been
20 restructured into assignments of income from groups of files.

21 124. Also in 2021, Defendants Innovative, MRJR, MFCR, Lifesize, and Karrington became
22 members of Validation according to its Amended and Restated Limited Liability Company
23 Agreement. Upon information and belief, Validation stated purpose was to support the Debtor’s
24 marketing affiliates and/or work with law firms like the Debtor. Upon further information and belief,
25 Validation’s true purpose and goal was the repayment of amounts owed to its members by the Debtor
26 or Mr. Diab.

27 125. Validation was ultimately dissolved in September 2022, but while it operated, the
28 Debtor paid it almost one million dollars as shown herein.

1 126. While Validation was winding down, Mr. Diab formed a new entity – Oxford Knox in
2 late 2021. Upon information and belief, Oxford Knox was formed for the same purpose as Validation
3 – to nominally support to the Debtor’s affiliates while collecting payments from the Debtor for its
4 members.

5 127. The original members of Oxford Knox were (i) Buffalo 21; (ii) Obrick, Inc.; (iii)
6 Albright, Inc.; (iv) Final Season; (v) Factor In; (vi) Bae.; (vii) Decacorn; (viii) BEW Solar; (ix)
7 Lexicon; (x) United Partnerships; (xi) Ventura Consulting; and (xii) Summer Cederberg.

8 128. Following its formation, the Debtor and/or Mr. Diab made payments directly to Oxford
9 Knox, and/or its members using client funds paid to or collected by the Debtor.

10 129. Upon further information and belief, Mr. Diab would direct the Debtor or a related
11 entity to make or direct payments to one or more of the Oxford Knox Defendants either based on
12 invoices for services that were never performed to make the payment appear tax deductible, or paid
13 to a third party that was owned or controlled by a member of Oxford Knox.

14 130. All payments to any Oxford Knox Defendant made pre-petition known to the Trustee
15 as of the date this complaint was filed are set forth on **Exhibit 2** hereto and incorporated as if set forth
16 herein.

17 131. All payments to any Oxford Knox Defendant made after the Debtor filed for
18 bankruptcy known to the Trustee as of the date this complaint was filed are set forth on **Exhibit 3**
19 hereto and incorporated as if set forth herein.

20 132. Upon further information and belief, each member of Oxford Knox contributed “debt”
21 they claimed to be owed by the Debtor to the LLC. In turn, Oxford Knox, which was partially owned
22 and/or controlled by Tony Diab, entered into an agreement with the Debtor that fixed the debt owed
23 to Oxford Knox at \$22,000,000 (“Repayment Agreement”).

24 133. The Repayment Agreement is the basis of, and is attached to, the Proof of Claim No.
25 818 (“Claim”) filed by Oxford Knox herein. A true and accurate copy of the Repayment Agreement
26 from the Claim is attached hereto as **Exhibit 4**.

27 134. The Claim states that Oxford Knox received three payments totaling \$1,743,686.74 on
28 November 1, 2021, January 1, 2022, and February 1, 2022. The Trustee does not know if these

1 payments reflect payments made directly to the members of Oxford Knox or to third parties on third
2 parties or if these payments were made directly to Oxford Knox from an unknown source. They are
3 identified herein and included in the Transfers that the Trustee seeks to avoid.

4 135. Hereinafter, any payment to any Oxford Knox Defendant identified herein will be
5 referred collectively as the “Transfers”. Specific sets of Transfers such as those made during the
6 ninety-day period preceding the Petition Date may be given a certain name, but they will remain part
7 of the Transfers identified herein.

8 136. All Transfers identified herein may not relate to the transactions and entities discussed
9 herein, and the Trustee may have filed or may file separate litigation against one or more Defendants
10 based on other transactions or relationships it had with the Debtor. All Transfers to Defendant known
11 to the Trustee are identified herein out of an abundance of caution.

12 137. As noted above, the Debtor often made payments to unrelated parties to or for the
13 benefit of one or more Oxford Knox Defendants. As a result, some defendants named herein are not
14 identified on an Exhibit as receiving any Transfer but that does not mean that an identified Transfer
15 was not made for their benefit. The following paragraphs supplement the allegations regarding the
16 relationships of certain individuals with other Oxford Knox Defendants.

17 138. Upon information and belief, Emmett operates or is an officer, member, or owner of
18 Buffalo 21, MRJR, and Coelho Trust. He is also the registered agent for Home Energy.

19 139. Upon information and belief, Connet is an officer, member, or owner of Buffalo 21,
20 MRJR, and CAT Exteriors.

21 140. Upon information and belief, Jason Dovalina is an officer, member, or owner of
22 Defendants Obrick, Albright, Karrington, JNR, and A Solution. Rachel Dovalina is related to Mr.
23 Dovalina.

24 141. Upon information and belief, Gilani is an officer, member, or owner of Final Season,
25 Factor In, AZLS, and Lifesize.

26 142. Upon information and belief, Ly is an officer, member, or owner of Decacorn and
27 Spectrum.

28 143. Upon information and belief, Stephens is an officer, member, or owner of BEW Solar.

1 144. Upon information and belief, Lansdale is an officer, member, or owner of Lexicon.

2 145. Upon information and belief, Church and Brown are officers, members, or owners of
3 Defendants United Partnerships, Ventura, and MFCR, LLC.

4 146. Upon information and belief, Williams is an officer, member, or owner of CAT
5 Exteriors and Spectrum.

6 **CLAIMS FOR RELIEF**

7 **COUNT ONE**

8 **Avoidance, Recovery, and Preservation of Transfers Made Within the Ninety Day Period**

9 **Before the Petition Date**

10 **[11 U.S.C. §§ 547, 550, and 551]**

11 147. Plaintiff realleges and incorporates by reference each and every allegation contained
12 in the preceding paragraphs as though set forth in full herein.

13 148. In the ninety-day period preceding the Petition Date, the Debtor made transfers of
14 property or payments to one or more of the Oxford Knox Defendants (“90 Day Transfers”). The 90
15 Day Transfers to the Oxford Knox Defendants known to the Trustee as of the filing date are identified
16 on hereto as **Exhibit 2**.

17 149. The Debtor made the 90 Day Transfers to the Oxford Knox Defendants identified on
18 the Exhibit on account of a debt owed to that particular Defendant or to Oxford Knox.

19 150. The 90 Day Transfers were made to or for the benefit of a creditor within the meaning
20 of 11 U.S.C. § 547(b)(1) because the 90 Day Transfers were payments made on account of debts
21 nominally owed by the Debtor.

22 151. A transfer of the Debtor’s assets occurred when the 90 Day Transfers were received
23 by the particular Oxford Knox Defendant.

24 152. The 90 Day Transfers were made on account of antecedent debt nominally owed by
25 the Debtor to the recipient of the Transfer due to an “investment” or other document evidencing
26 indebtedness. The Debtor’s payment obligations to the transferees constituted a “debt” (as defined in
27 the Bankruptcy Code).

28 153. The 90 Day Transfers occurred when the Debtor actually was insolvent. However,

1 Plaintiff is also entitled to the presumption of insolvency when the 90 Day Transfers were made
2 pursuant to 11 U.S.C. § 547(f).

3 154. The 90 Day Transfers were made in the ninety-day period before the Petition Date.

4 155. To the extent any transfers were made by the Debtor to any Oxford Knox Defendant
5 within the ninety-day period preceding the Petition Date and are not identified herein, Plaintiff
6 reserves the right to avoid and recover such transfers pursuant to 11 U.S.C. §§ 547 and 550.

7 156. As the holder of an unsecured claim(s) or as party who has not filed a claim, the
8 payment of the 90 Day Transfers to one or more of the Oxford Knox Defendants enabled them to
9 recover more than they would have received if: (i) the Debtor's case was under chapter 7 of the
10 Bankruptcy Code; (ii) the 90 Day Transfers had not been made; and (iii) the debts owed to the Oxford
11 Knox Defendants that received the 90 Day Transfers were paid pursuant to the provisions of the
12 Bankruptcy Code. As evidenced by the Debtor's schedules filed in the underlying Bankruptcy Case,
13 as well as the proofs of claim that have been received to date, the Debtor's liabilities exceed its assets
14 to the point that unsecured creditors will not receive a full payout of their claims from the Debtor's
15 bankruptcy estate.

16 157. In accordance with the foregoing, the 90 Day Transfers are avoidable pursuant to 11
17 U.S.C. § 547(b), and may be recovered and preserved for the benefit of the estate pursuant to 11
18 U.S.C. §§ 550 and 551.

19 **COUNT TWO**

20 **Avoidance, Recovery, and Preservation of Post-Petition Transfers**

21 **[11 U.S.C. §§ 549, 550, and 551]**

22 158. Plaintiff realleges and incorporates by reference each and every allegation contained
23 in the preceding paragraphs as though set forth in full herein.

24 159. This is an action to pursuant to 11 U.S.C. §§ 549 and 550 to avoid and recover
25 unauthorized post-petition transfers made by Debtor to any of the Oxford Knox Defendants ("Post-
26 Petition Transfers").

27 160. To the extent any Post-Petition Transfers were made by the Debtor to any Oxford
28 Knox Defendant following the Petition Date and are not identified herein, Plaintiff reserves the right

1 to amend the Complaint to identify the Post-Petition Transfers and seek the avoidance and recovery
2 of them pursuant to 11 U.S.C. §§ 549 and 550.

3 161. Those Post-Petition transfers to Oxford Knox Defendants that are known to the Trustee
4 at this time are identified on **Exhibit 3** hereto.

5 **COUNT THREE**

6 **Avoidance of Debtor's Execution of Repayment Agreement with Oxford Knox As a**

7 **Fraudulent Conveyance**

8 **[11 U.S.C. §§ 548(a)(1)(B), 550, and 551]**

9 162. Plaintiff realleges and incorporates by reference each and every allegation contained
10 in the preceding paragraphs as though set forth in full herein.

11 163. 11 U.S.C. § 548(a)(1)(B), in relevant part, permits a debtor or trustee to avoid "any
12 obligation ... incurred by the debtor, that was made or incurred on or within 2 years before the date
13 of the filing of the petition" if the debtor failed to receive reasonably equivalent value in exchange
14 for such transfer or obligation and if the debtor:

15 (I) was insolvent on the date that such transfer was made or such obligation was
16 incurred, or became insolvent as a result of such transfer or obligation;

17 (II) was engaged in business or a transaction, or was about to engage in business
18 or a transaction, for which any property remaining with the debtor was an unreasonably small
19 capital;

20 (III) intended to incur, or believed that the debtor would incur, debts that would be
21 beyond the debtor's ability to pay as such debts matured . . .

22 164. The Debtor executed the Repayment Agreement on or about April 15, 2022, which
23 was within Two-Years of the Petition Date.

24 165. On or after the date that the Repayment Agreement was executed, the Debtor was or
25 became indebted to the Prepetition Creditors.

26 166. The Repayment Agreement was executed while the Debtor:

27 a. was insolvent or became insolvent as a result;

28 b. was engaged or was about to engage in a transaction for which any property

1 remaining with Debtor was of unreasonably small capital; or

2 c. intended to incur, or believed that it would incur, debts beyond its ability to
3 pay as such debts matured.

4 167. The Debtor failed to receive reasonably equivalent value when it executed the
5 Repayment Agreement because the Repayment Agreement purported to consolidate debt owed to the
6 members of Oxford Knox into a single obligation of twenty-two million dollars (\$22,000,000.00).
7 Upon information and belief, the stipulated amount of debt is inflated as (i) the Debtor was not liable
8 for some of the debts allegedly owed to the members of Oxford Knox that were reduced to a sum
9 certain in the Repayment Agreement, (ii) the debts allegedly owed to the Members represented equity
10 investments in entities related to the Debtor that were subsequently treated as debt in the Repayment
11 Agreement; and/or (iii) the debts owed to the Members consolidated in the Repayment Agreement
12 arose from illegal or otherwise voidable transactions such as file purchases.

13 168. The Repayment Agreement's requirement that the Debtor pay Oxford Knox the sum
14 of ten million dollars (\$10,000,000.00) upon a sale of the business is additional evidence that the
15 debts the Members claimed to be owed were truly equity investments and not debt.

16 **COUNT FOUR**

17 **Avoidance, Recovery, and Preservation of Two-Year Transfers Made With Intent to Defraud**

18 **[11 U.S.C. §§ 548(a)(1)(B), 550, and 551]**

19 169. Plaintiff realleges and incorporates by reference each and every allegation contained
20 in the preceding paragraphs as though set forth in full herein.

21 170. The Transfers were property of the Debtor's Estate prior to their conveyance to the
22 one or more of the Oxford Knox Defendants. The Transfers to the Oxford Knox Defendants made
23 within Two-Years of the Petition Date ("Two-Year Transfers") that are known to the Trustee are
24 identified on **Exhibit 2** hereto and incorporated by reference herein.

25 171. When the Two-Year Transfers were made, the Debtor was or became indebted include
26 the Prepetition Creditors.

27 172. The Two-Year Transfers occurred when the Debtor was insolvent or was rendered
28 insolvent as a result of the Transfers.

1 173. The Two-Year Transfers to the Oxford Knox Defendants were made with actual intent
2 to hinder, delay or defraud the creditors of Debtor because the Debtor was operating a Ponzi scheme
3 which permits the Court to infer that the Debtor's intent was fraudulent within the meaning of 11
4 U.S.C. section 548(a)(1).

5 174. The Two-Year Transfers are avoidable as fraudulent pursuant to 11 U.S.C. §§
6 548(a)(1)(A), 550, and 551 by one or more creditors who held and hold unsecured claims against
7 Debtor that were and are allowable against Debtor's Estate under 11 U.S.C. § 502, or that were not
8 and are not allowable only under 11 U.S.C. § 502(e), including, without limitation, the Prepetition
9 Creditors.

10 175. The Two-Year Transfers should be avoided as fraudulent under 11 U.S.C.
11 § 548(a)(1)(A), and such transferred property, or the value thereof, should be recovered and preserved
12 for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551.

13 **COUNT FIVE**

14 **Avoidance, Preservation, and Recovery of Constructively Fraudulent Two-Year Transfers**

15 **11 U.S.C. §§ 548(a)(1)(B), 550 & 551**

16 176. Plaintiff realleges and incorporates by reference each and every allegation contained
17 in the preceding paragraphs as though set forth in full herein.

18 177. The Two-Year Transfers were made within Two-Years before the Petition Date.

19 178. Debtor did not receive reasonably value in exchange for the Two-Year Transfers
20 because (i) the Debtor was not liable on the debts originally owed to some Defendants, (ii) the debts
21 allegedly owed to one or more Defendants arose from equity investments in entities related to the
22 Debtor that were subsequently treated as the Debtor's debt.

23 179. The Two-Year Transfers were made at a time when Debtor was insolvent and/or
24 rendered insolvent by virtue of said transfers.

25 180. When the Two-Year Transfers occurred, Debtor's business was undercapitalized, and
26 Debtor was engaged in business for which its capital was unreasonably small.

27 181. When the Two-Year Transfers occurred, Debtor had incurred or was about to incur
28 debts that were beyond its ability to pay. The allegations in the preceding paragraphs are supported

1 by the fact that the Debtor was consistently borrowing money from merchant cash advance lenders,
2 purporting to sell the same groups of receivables to multiple parties, and as of August 2022 had begun
3 a Ponzi scheme of borrowing through Spot On as discussed herein.

4 182. At the time each Two-Year Transfer was made, Debtor was indebted to one or more
5 creditors that held a claim against Debtor on the date of each Two-Year Transfer and on the Petition
6 Date.

7 183. Plaintiff alleges that Defendants did not receive the Two-Year Transfers in good faith,
8 for value, and without knowledge of their avoidability.

9 184. Each Defendant knew that the Debtor was a law firm who was required by law to
10 escrow client payments until earned. However, each Defendant demanded and received payment from
11 client payments that had not been earned because they were paid by the Debtor, Vulcan, and/or Coast
12 or were paid directly from a payment processor for the Debtor such that the funds were never
13 conveyed to the Debtor and placed in escrow.

14 185. Each Defendant had to know or should have known that they were being paid with
15 client funds that had not been placed into trust and been disbursed before they were earned.

16 186. Each Defendant knew or should have known that were receiving payment on a debt
17 that was not valid or enforceable at law to the extent it arose from an alleged “purchase” of receivables
18 related to the Debtor’s client files.

19 187. Based on the foregoing, Plaintiff may recover and preserve the avoided Two-Year
20 Transfers from Defendant as the initial transferee or, alternatively, as the subsequent transferee for
21 the benefit of the Estate under 11 U.S.C. §§ 550 and 551 from Defendant.

22 **COUNT SIX**

23 **Avoidance, Preservation, and Recovery of Transfers Made In the Past Four Years**

24 **11 U.S.C. §§ 544, 550, 551; Cal. Civ. Code §§ 3439.04(a)(2), 3439.05 and 3439.07**

25 188. Plaintiff realleges and incorporates by reference each and every allegation contained
26 in the preceding paragraphs as though set forth in full herein.

27 189. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor
28 which are voidable under applicable law by an unsecured creditor of Debtor, including under

1 California Civil Code §§ 3439.04(a)(1) and 3439.05.

2 190. The Transfers occurred within four years prior to the Petition Date and are identified
3 on Exhibit 2.

4 191. On or after the date that such Transfer were made, entities to which Debtor was or
5 became indebted include the Prepetition Creditors.

6 192. Despite Debtor's obligation to the Prepetition Creditors, Debtor made the Transfers to
7 Defendants.

8 193. The Transfers to Defendants were made with actual intent to hinder, delay or defraud
9 the creditors of Debtor as the Debtor was operating a Ponzi scheme.

10 194. Defendants' conduct relating to the Transfers was done with oppression, fraud and
11 malice, as defined in California Civil Code section 3294, entitling Plaintiff to exemplary and punitive
12 damages.

13 195. The Transfers are avoidable as fraudulent pursuant to 11 U.S.C. § 544(b) and Cal.
14 Civ. Code §§ 3439.04(a)(1) and 3439.07 by one or more creditors who held and hold unsecured claims
15 against Debtor that were and are allowable against its Estate under 11 U.S.C. § 502 or that were not
16 and are not allowable only under 11 U.S.C. § 502(e), including, without limitation, the Prepetition
17 Creditors.

18 196. Accordingly, the Transfers should be avoided as fraudulent under 11 U.S.C. §§ 544(b)
19 and Cal. Civ. Code §§ 3439.04(a)(1) and 3439.07, and such transferred property, or the value thereof,
20 should be recovered and preserved for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551
21 and Cal. Civ. Code § 3439.07.

22 197. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor
23 which are voidable under applicable law by an unsecured creditor of Debtor, including under
24 California Civil Code §§ 3439.04(a)(2) and 3439.05.

25 198. Debtor did not receive reasonably equivalent value in exchange for the Transfers. The
26 Transfers were made to (i) entities that were not creditors of the Debtor, (ii) entities that had made
27 equity or other investments with the Debtor or in assets, and (iii) entities who claimed to be owed far
28 more than any value that was ever given to the Debtor.

1 199. At the time each Transfer was made, Debtor was engaged or was about to engage in a
2 business or a transaction for which the remaining assets of Debtor were unreasonably small in relation
3 to the business or transaction.

4 200. At the time each Transfer was made, Debtor intended to incur, or believed or
5 reasonably should have believed that Debtor would incur, debts beyond Debtor's ability to pay as
6 they became due.

7 201. At the time each Transfer was made, Debtor was indebted to one or more creditors
8 that held a claim against Debtor on the date of each Transfer and on the Petition Date.

9 202. The Transfers were made at a time when Debtor was insolvent and/or rendered
10 insolvent by virtue of said transfers.

11 203. Plaintiff alleges that Defendants did not receive the Transfers in good faith, for value,
12 and without knowledge of their avoidability.

13 204. Each Defendant knew that the Debtor was a law firm who was required by law to
14 escrow client payments until earned. However, each Defendant demanded and received payment from
15 client payments that had not been earned because they were paid by the Debtor, Vulcan, and/or Coast
16 or were paid directly from a payment processor for the Debtor such that the funds were never placed
17 in trust.

18 205. Each Defendant had to know or should have known that they were being paid with
19 client funds that had not been placed into trust and been disbursed before they were earned.

20 206. Based on the foregoing, Plaintiff may avoid the Transfers pursuant to 11 U.S.C. § 544
21 and California Civil Code §§ 3439.04(a)(2) and 3439.05.

22 207. Based on the foregoing, Plaintiff may recover and preserve the Transfers from the
23 Defendants as the initial transferee or, alternatively, as the subsequent transferee for the benefit of the
24 Estate pursuant to 11 U.S.C. §§ 550 and 551, and Cal. Civ. Code § 3439.07.

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26 ///

27 ///

28

COUNT SEVEN

Avoidance, Recovery, and Preservation of Transfers Made in the Past Four Years

[11 U.S.C. §§ 544(b), 550, and 551; Cal. Civ. Code §§ 3439.05, and 3439.07]

208. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

209. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor which are voidable under applicable law by an unsecured creditor of Debtor, including under California Civil Code §§ 3439.04(a)(2) and 3439.05.

210. The Transfers were made within four years of the Petition Date are identified on **Exhibit 2** and incorporated as if set forth herein.

211. Debtor did not receive reasonably equivalent value in exchange for the Transfers as (i) the Debtor was not liable on the debts originally owed to some Defendants, (ii) the debts allegedly owed to one or more Defendants arose from equity investments in entities related to the Debtor that were subsequently treated as the Debtor's debt.

212. The Transfers were made at a time when Debtor was insolvent and/or rendered insolvent by virtue of said transfers.

213. At the time each Transfer was made, Debtor was engaged or was about to engage in a business or a transaction for which the remaining assets of Debtor were unreasonably small in relation to the business or transaction.

214. At the time each Transfer was made, Debtor intended to incur, or believed or reasonably should have believed that Debtor would incur, debts beyond Debtor's ability to pay as they became due.

215. At the time each Transfer was made, Debtor was indebted to one or more creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

216. Plaintiff alleges that Defendants did not receive the Transfers in good faith, for value, and without knowledge of their avoidability.

217. Each Defendant knew that the Debtor was a law firm who was required by law to escrow client payments until earned.

218. Each Defendant had to know or should have known that they were being paid with client funds that had not been placed into trust and been disbursed before they were earned.

219. Based on the foregoing, Plaintiff may avoid the Transfers pursuant to 11 U.S.C. § 544 and California Civil Code §§ 3439.04(a)(2) and 3439.05.

220. Based on the foregoing, Plaintiff may recover and preserve the Transfers from the Defendants as the initial transferee or, alternatively, as the subsequent transferee for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551, and Cal. Civ. Code § 3439.07.

COUNT EIGHT

Avoidance, Recovery, and Preservation of Fraudulent Transfers Made to or for the Benefit of Defendants Gilani and Dovalina Arising from use of American Express Card

[11 U.S.C. §§ 548(a)(1)(A), 548(a)(1)(B), and 550]

221. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

222. On or about November 28, 2021 the Debtor applied for a business platinum card from American Express (“AmEx”).

223. AmEx granted the Debtor's application and opened a credit line ending in 8-51001 ("Account") in the name of "LPG PC." AmEx issued cards to three individuals on this Account: Dovalina, Gilani, and Diab.

224. From the opening of the Account in early 2022 to May and June 2022, Gilani regularly charged hundreds of thousands of dollars to the Account each month.

225. While some charges to the Account may have been related to the Debtor and its operations, most of the charges do not appear to have benefitted the Debtor or were not incurred for the Debtor.

226. Upon information and belief, Gilani regularly charged hundreds of thousands of dollars on the Account each month to pay vendors that do not appear to have done any work for the Debtors.

227. Other expenses charged to the Account by Dovalina and/or Gilani appear personal in nature such as charges at clothing stores, tours/tickets, and dining.

228. The charges made by each cardholder were itemized separately on the statements from American Express. The monthly charges on the Account for Dovalina and Gilani are stated below.

Statement Closing Date	Gilani	Dovalina
01.19.2022	\$14,812.41	\$1,593.83
02.16.2022	\$215,948.66	\$2,146.22
03.18.2022	\$207,846.79	\$1,413.61
04.18.2022	\$7,349.69	\$3,088.72
05.19.2022	\$29.98	\$94.55
	\$445,987.53	\$8,336.93

229. The Debtor made payments on the Account to American Express. The payments from the Debtor to American Express to pay for all charges on the Account are identified on **Exhibit 5**.

230. A significant portion of the payments to Am Ex were made to or for the benefit of Gilani and/or Dovalina and provided no benefit to the Debtor. The portion of the total payments made to AmEx that were made to pay for charges made to or for the benefit of Gilani and/or Dovalina are referred to herein as the “AmEx Transfers.”

231. The AmEx Transfers were made to or for the benefit of Gilani and/or Dovalina to the extent they paid American Express for charges made to the Account that were only or primarily for the benefit of Gilani and/or Dovalina.

232. The funds used to make the AmEx Transfers were property of the Debtor’s Estate prior to their conveyance to American Express.

233. The AmEx Transfers occurred within the Two-Years prior to the Petition Date.

234. On or after the date that the AmEx Transfers were made the Debtor was or became indebted include the Prepetition Creditors.

235. The AmEx Transfers occurred when the Debtor was insolvent or was rendered insolvent as a result of the AmEx Transfers.

236. The AmEx Transfers were made with actual intent to hinder, delay or defraud the creditors of Debtor because the Debtor was operating a Ponzi scheme which permits the Court to infer that the Debtor’s intent was fraudulent within the meaning of 11 U.S.C. section 548(a)(1).

237. Debtor did not receive reasonably value in exchange for the AmEx Transfers as Gilani

1 and Dovlina were the parties that made charges on the Account for their personal benefit.

2 238. When the AmEx Transfers occurred, Debtor's business was undercapitalized and
3 Debtor was engaged in business for which its capital was unreasonably small.

4 239. When the AmEx Transfers occurred, Debtor had incurred or was about to incur debts
5 that were beyond its ability to pay. The allegations in the preceding paragraphs are supported by the
6 fact that the Debtor was having to borrow money regularly from merchant cash advance lenders and
7 to accept "investments" from third parties in exchange for promised future returns.

8 240. At the time each AmEx Transfer was made, Debtor was indebted to one or more
9 creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

10 241. Based on the foregoing, the AmEx Transfers were constructively fraudulent as to the
11 Debtor's creditors to the extent they were made to or for the benefit of Gilani and/or Dovalina.

12 242. Based on the foregoing, Plaintiff may avoid, preserve, and recover the avoided AmEx
13 Transfers from Gilani and Dovalina pursuant to 11 U.S.C. §§ 548(a)(1)(A) and (B); 550 and 551.

14 **COUNT NINE**

15 **Objection to Proof of Claim No. 818 of Oxford Knox, LLC**

16 **[11 U.S.C. § 502(b) and (d)]**

17 243. Plaintiff realleges and incorporates by reference each and every allegation contained
18 in the preceding paragraphs as though set forth in full herein.

19 244. 11 U.S.C. § 502(b) permits a Bankruptcy Court to determine the amount of a proof of
20 claim following the filing of an objection.

21 245. The Trustee has asked the Court to avoid the Debtor's execution of the Repayment
22 Agreement as a fraudulent conveyance pursuant to 11 U.S.C. § 548. The Repayment Agreement is
23 the basis for Oxford Knox's Claim.

24 246. If the Trustee's avoidance action is successful, the Repayment Agreement would not
25 be enforceable against the Estate.

26 247. The Oxford Knox Claim is also objected to and is subject to disallowance pursuant to
27 11 U.S.C. § 502(d) because Oxford Knox and its members that created the Claim received transfers
28 that are avoidable under 11 U.S.C. §§ 544, 547, 548, and/or 549.

248. The amount of the amount of the transfers identified herein has not been returned to the Estate.

On All Claims for Relief:

1. Avoiding the Debtor's obligations under the Agreement and avoiding recovering, and preserving the Payments to the Defendant in such amounts as the Court may determine ("AmEx Transfers");

2. Awarding pre-judgment and post-judgment as permitted;

3. Granting any other and such further relief as the Court deems just and proper.

4. Awarding attorneys' fees as provided by contract or applicable law;

5. Awarding costs of suit incurred here; and

6. Granting any other and further relief as the Court deems just and proper.

On the First and Second Claims for Relief:

1. Avoiding, recovering, and preserving the 90 Day Transfers and Post-Petition Transfers to the Defendants in such amounts as the Court may determine pursuant to applicable law;

On the Third Claim for Relief:

2. Avoiding and preserving the Debtor's execution of the Repayment Agreement as a fraudulent conveyance pursuant to 11 U.S.C. §§ 548, 550, and 551 for the reasons stated herein;

On the Fourth Through Eight Claims for Relief:

3. Avoiding, recovering, and preserving the Transfers to the Defendants in such amounts as the Court may determine pursuant to applicable law;

On the Ninth Claim for Relief:

4. Sustaining the Plaintiff's Objection to the Claim of Oxford Knox for the reasons stated herein;

On All Claims for Relief:

5. Awarding punitive and exemplary damages according to proof;

6. Awarding pre-judgment interest at the maximum legal rate;

7. Awarding post-judgment interest at the maximum legal rate from the date of the last Transfer until the judgment is paid in full;

1 8. Awarding costs of suit incurred herein; and

2 9. Granting any other and further relief as the Court deems just and proper.

3
4 Dated: March 19, 2025

Respectfully submitted,

5 DINSMORE & SHOHL LLP

6 By: /s/ Tyler Powell

7 Tyler Powell [pro hac vice]

8 Yosina M. Lissebeck

Special Counsel to Richard A. Marshack, Trustee of
the LPG Liquidation Trust

EXHIBIT 1

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Special Counsel to Richard A. Marshack

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In Re

The Litigation Practice Group P.C.,

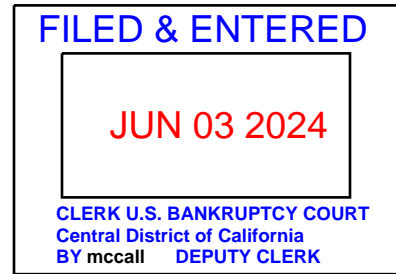
Debtor(s),

Case No: 23-bk-10571-SC

Chapter 11

**ORDER GRANTING MOTION FOR
ENTRY OF PROTECTIVE ORDER AND
THE PROTECTIVE ORDER**

Date: May 23, 2024
Time: 1:30 p.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C (via Zoom)¹
411 West Fourth Street
Santa Ana, CA 92701



¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at:
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 The Court has read and considered the Notice of Motion and Motion for Entry of Protective
2 Order (the "Motion") filed by Richard A. Marshack, in his capacity as the Chapter 11 Trustee (the
3 "Trustee") of the Bankruptcy Estate ("Estate") of The Litigation Practice Group P.C., on May 2, 2024,
4 pursuant to Federal Rule of Bankruptcy Procedure 7026 and Federal Rule of Civil Procedure 26(c)(1),
5 as Dk. No. 1164 ("Motion"), and has found good cause to grant the Motion.

6 IT IS HEREBY ORDERED that:

- 7 1. The Motion is granted;
- 8 2. The below Protective Order shall apply to any contested matter arising
9 in the main bankruptcy case and in all adversary proceedings filed by or against Trustee,
10 present and future; and
- 11 3. Govern the discovery conducted therein.

12 **PROTECTIVE ORDER**

13 **1. DEFINITIONS**

14 1.1 "Confidential Information" as used in this Protective Order shall mean documents and
15 other information (regardless of how generated, stored or maintained) that a Party or non-party
16 reasonably believes to contain or reflect non-public financial or business information, bank records,
17 financial records, such as social security numbers, non-public financial or personal information of a
18 Party or non-party, account numbers, sensitive digital information and identifiers, information subject
19 to confidentiality agreements or provisions other than this Protective Order, and other non-public
20 research, development, or commercial information that derives value or avoids injury by virtue of not
21 being known to the public.

22 1.2 This "Action" is defined and hereby means any contested matter arising in the main
23 bankruptcy case and in all adversary proceedings filed by or against Trustee, present and future.

24 1.3 "Designating Party" means a Party or non-party that designates Confidential
25 Information during the Action.

26 1.4 "Receiving Party" means a Party that receives Confidential Information during the
27 Action.
28

1 1.5 "Party" or "Parties" means person or entity subject to this Protective Order.

2 **2. SCOPE OF THIS PROTECTIVE ORDER**

3 2.1 Unless otherwise ordered, this Protective Order shall govern certain documents and
4 other products of discovery obtained in the Action from the Parties there to, and from third parties.
5 As well as certain information copied or derived therefrom, excerpts, summaries or compilations
6 thereof, including, but not limited to, documents voluntarily exchanged as part of early settlement
7 discussions, documents produced pursuant to initial disclosures, requests authorized by the Federal
8 Rules of Civil Procedure made applicable herein by the Federal Rules of Bankruptcy Procedure,
9 answers to interrogatories, deposition transcripts, responses to requests for production, responses to
10 requests for admission, subpoenas, affidavits, declarations, expert reports, and other such material
11 and information as may be produced during the course of the Action and designated as Confidential
12 Information.

13 **3. DESIGNATION OF CONFIDENTIAL INFORMATION**

14 3.1 This Protective Order shall govern the production and handling of any Confidential
15 Information in this Action. Any Party or non-party who produces Confidential Information in this
16 Action may designate it as "Confidential" or "Attorneys' Eyes Only" consistent with the terms of this
17 Protective Order. Whenever possible, the Designating Party must designate only those portions of a
18 document, written discovery responses, deposition, transcript, or other material that contain the
19 Confidential Information and refrain from designating entire documents. Regardless of any
20 designations made hereunder, the Designating Party is not otherwise restricted from use or disclosure
21 of its Confidential Information outside of this Action or for any business purposes. In addition, any
22 Party may move to modify or seek other relief from any of the terms of this Protective Order if it has
23 first tried in writing and in good faith to resolve its needs or disputes with the other Parties or Party
24 as the case may be under the terms of this Protective Order. Further, nothing in this Protective Order
25 shall prevent a Party from redacting documents consistent with the Federal Rules of Civil Procedure
26 and utilizing the documents as needed through-out the Action.

27 3.2 Application to Non-Parties: Before a non-party is given copies of documents or
28 materials designated as Confidential Information or Attorneys' Eyes Only as permitted hereunder, it

1 must first sign an acknowledgment to be bound to these terms that is attached hereto as Exhibit A; if
2 it fails to do so, the Parties to this Action must resolve any such dispute before making disclosure of
3 designated information as permitted hereunder to the non-party. If a non-party wishes to make
4 designations hereunder, it must first sign attached Exhibit A.

5 3.3 Timing and Provisional Protection: Designations of Confidential Information may be
6 made at any time. To avoid potential waiver of protection hereunder, the Designating Party should
7 designate documents or materials containing Confidential Information at the time of production or
8 disclosure, including on the record during the taking of any deposition. Deposition testimony will be
9 deemed provisionally protected for a period of thirty (30) days after the transcript is released to the
10 Parties by the court reporter, although the Parties may agree at any time to different timelines of
11 provisional protection of information as Confidential or Attorneys' Eyes Only as part of one or more
12 specific depositions. To retain any designations beyond the provisional period, a Designating Party
13 must designate specific pages and lines of deposition testimony before the provisional period has
14 expired. Such designations must be made in writing so that all counsel and court reporters may append
15 the designation to all copies of the transcripts.

16 3.4 Manner of Designation: Confidential Information may be designated hereunder in any
17 reasonable manner or method that notifies the Receiving Party of the designation level and identifies
18 with specificity the information to which the designation applies. If made verbally, the Designating
19 Party must promptly confirm the designation in writing. Whenever possible, the Designating Party
20 should stamp, affix, or embed a legend of "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" on
21 each designated page of the document or electronic image that contains Confidential Information.

22 4. **CHALLENGES TO DESIGNATED INFORMATION**

23 4.1 In the event that a Receiving Party disagrees at any time with any designation(s) made
24 by the Designating Party, the Receiving Party must first try to resolve such challenge in good faith
25 on an informal basis with the Designating Party. The Receiving Party must provide written notice of
26 the challenge and the grounds therefor to the Designating Party, who must respond in writing to the
27 challenge within fifteen (15) days. At all times, the Designating Party carries the burden of
28 establishing the propriety of the designation and protection level. Unless and until the challenge is

1 resolved by the Parties or ruled upon by the Court, the designated information shall remain protected
2 under this Protective Order. The failure of any Receiving Party to challenge a designation does not
3 constitute a concession that the designation is proper or an admission that the designated information
4 is otherwise competent, relevant, or material.

5 **5. LIMITED ACCESS/USE OF PROTECTED INFORMATION**

6 5.1 Restricted Use: Information that is produced or exchanged in the course of the Action
7 and designated under this Protective Order may be used for preparation for trial and preparation for
8 any appeal of any and all matters in the Action, as well as related settlement negotiations, and for no
9 other purpose, without the written consent of the Designating Party. No Confidential Information may
10 be disclosed to any person except in accordance with the terms of this Protective Order, unless the
11 parties are co-counsel or have entered into joint defense agreements. All persons in possession of
12 Confidential Information agree to exercise reasonable care with regard to the custody, use, or storage
13 of such information to ensure that its confidentiality is maintained. This obligation includes, but is
14 not limited to, the Receiving Party providing to the Designating Party prompt notice of the receipt of
15 any subpoena that seeks production or disclosure of any designated information and consulting with
16 the Designating Party before responding to the subpoena. Any use or disclosure of Confidential or
17 Attorneys' Eyes Only information in violation of the terms of this Protective Order may subject the
18 disclosing person or party to sanctions.

19 5.2 Access to "Confidential" Information: The Party(ies) and all persons subject to this
20 Protective Order agree that information designated as "CONFIDENTIAL" may only be accessed or
21 reviewed by the following:

- 22 a) The Court, its personnel, and court reporters;
23 b) Counsel of record, or co-counsel for any Party, or other party that has entered into a
24 joint defense agreement in the Action and their employees who assist counsel of record, or co-counsel
25 in the Action and are informed of the duties and obligations imposed hereunder;
26 c) The Parties, including their clients, agents and employees who are assisting or have
27 reason to know of the Action;

28 ///

d) Experts or consultants employed by the Parties or their counsel, or co-counsel, for purposes of an Action, so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons with the Designating Party's consent or by court order.

5.3 Access to "Attorneys' Eyes Only" Designations: The Parties and all persons subject to this Protective Order agree that information designated as "ATTORNEYS' EYES ONLY" may only be accessed or reviewed by the following:

a) The Court, its personnel, and court reporters;

b) Counsel of record, or co-counsel for any Party, or other party that has entered into a joint defense agreement in the Action and their employees who assist counsel of record in the Action and are informed of the duties hereunder;

c) In-house counsel for any Party in the Action and Richard A. Marshack, as Chapter 11 Trustee of The Litigation Practice Group P.C. who is informed of the duties and obligations imposed hereunder;

d) Experts or consultants employed by the Parties or their counsel, or co-counsel for purposes of the Action, and so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons to whom the Designating Party agrees in advance of disclosure or by court order.

5.4 Non-Waiver Effect of Designations: Neither the taking of, nor the failure to take, any action to enforce the provisions of this Protective Order, nor the failure to object to any designation, will constitute a waiver of any Party(ies)'s claim or defense in the Action or any other action or proceeding, including, but not limited to, a claim or defense that any designated information is or is not Confidential, is or is not entitled to particular protection, or embodies or does not embody information protectable by law.

5.5 In-Court Use of Designated Information: If information designated under this Protective Order will or may be offered in evidence at a hearing or trial related to any matter in the Action, then the offering party must give advance notice to the party or non-party that designated prior to offering the information so that any use or disclosure may be addressed in accordance with

1 the Court's case-management or other pre-trial order, or by a motion *in limine*. Nothing in this
2 Protective Order shall be construed as a waiver by a Party of any objections that may be raised as to
3 the admissibility at trial of any evidentiary materials.

4 **6. CLAW-BACK REQUESTS**

5 6.1 Failure to Make Designation: If, at any time, a Party or non-party discovers that it
6 produced or disclosed Confidential Information without designation, it may promptly notify the
7 Receiving Party and identify with particularity the Confidential Information to be designated and the
8 level of designation (the claw-back notification). The Receiving Party may then request substitute
9 production of the newly-designated information. Within thirty (30) days of receiving the claw-back
10 notification, the Receiving Party must: (1) certify to the Designating Party it has appropriately marked
11 or, if substitute production has been requested, destroyed all unmarked copies that it received, made,
12 and/or distributed; and (2) if it was practicably unable to mark or destroy any information because
13 disclosures occurred while the Receiving Party was under no duty of confidentiality under the terms
14 of this Protective Order regarding that information, the Receiving Party must reasonably provide as
15 much information as practicable to aid the Designating Party in protecting the information,
16 consistently with the Receiving Party's attorney-client, work-product, and/or trial-preparation
17 privileges.

18 6.2 Inadvertent Production of Privileged Information: If, at any time, a Party discovers
19 that it produced information that it reasonably believes is subject to protection under the
20 attorney/client, work-product, or trial-preparation privileges, then it must promptly notify each
21 Receiving Party of the claim for protection, the basis for it, amend its privilege log accordingly, and
22 comply with Fed. R. Civ. P. 26(b)(5). Whenever possible, the producing party must produce substitute
23 information that redacts the information subject to the claimed protection. The Receiving Party must
24 thereupon comply with Fed. R. Civ. P. 26(b)(5)(B) as to the information subject to the claimed
25 protection.

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1 **7. DURATION/CONTINUED RESTRICTIONS**

2 7.1 Handling of Designated Information Upon Conclusion of the Main Bankruptcy Case:

3 Upon conclusion of the Main Bankruptcy Case, by way of dismissal or closing of the case, the
4 Designating Party(ies) is/are responsible for ensuring that any Party or person to whom the
5 Designating Party shared or disclosed designated information in any of the matters under the Action
6 returns or destroys all of its copies, regardless of the medium in which it was stored. No witness or
7 Party may retain designated information that it received from any other Party or non-party under this
8 Protective Order; only counsel of record, or co-counsel, are the authorized agents who may retain one
9 copy for their respective legal files, and who must also describe to the Designating Party the extra
10 steps taken to protect its legal file containing paper and/or electronic copies of the designated
11 information so that it is not accessed, used, or disclosed inconsistently with the obligations under this
12 Protective Order. This provision does not apply to the Court or Court staff. Moreover, this provision
13 does not apply to Trustee, who may retain and use – consistent with this Order – Confidential
14 Information received in any Action during the entirety of the Bankruptcy.

15 7.2 Continued Restrictions Under this Protective Order: The restrictions on disclosure and
16 use of Confidential Information shall survive the conclusion of the Bankruptcy case and any matter
17 in the Action.

18 **8. PRIVILEGED OR PROTECTED INFORMATION**

19 8.1 Nothing in this Protective Order shall require disclosure of information that is
20 protected by the attorney-client privilege, the work-product protection, or any other legally cognizable
21 privilege (a “Privilege or Protection”). If information subject to a claim of Privilege or Protection is
22 inadvertently produced, pursuant to Federal Rule of Evidence 502(d) such production shall not
23 constitute a waiver of, or estoppel as to, any claim of Privilege or Protection for such information or
24 any other information that may be protected from disclosure by a Privilege or Protection in any
25 proceeding.

26 8.2 If a Party receives a document that appears to be subject to a Privilege or Protection,
27 then it shall refrain from examining the document any more than is essential to ascertain if it is
28 privileged or protected and shall promptly notify the producing Party in writing that the receiving


1 Party possesses material that appears to be subject to a Privilege or Protection. The producing Party
2 shall have seven (7) days after receiving such notice to assert a Privilege or Protection over the
3 identified material. If the producing Party does not assert a claim of Privilege or Protection within the
4 seven (7)-day period, the material in question shall be deemed not privileged or protected.

5 8.3 If a producing Party has produced a document subject to a claim of Privilege or
6 Protection, upon written request by the producing Party, the document for which a claim of Privilege
7 or Protection is made shall be sequestered or destroyed to the extent reasonably practicable, and the
8 receiving Party shall not use the document for any purpose other than in connection with analyzing
9 or disputing a claim of Privilege or Protection or in connection with a motion to compel the production
10 of the document.

11 8.4 The receiving Party sequestering or destroying such material may then move the Court
12 for an order compelling production of the material. The applicable producing Party bears the burden
13 of establishing the applicable Privilege or Protection of any clawed-back document or information as
14 and to the same extent that it would have borne such burden had it not produced the document or
15 information. Nothing in this Protective Order shall limit the Court's right or any receiving Party's
16 right to request an in camera review of any information subject to a claim of Privilege or Protection.

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24 Date: June 3, 2024


Scott C. Clarkson
United States Bankruptcy Judge

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EXHIBIT "A"

Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
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(Admitted pro hac vice)

Special Counsel to Richard A. Marshack,
Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In Re

The Litigation Practice Group P.C.,
Debtor(s),

Case No. 8:23-BK-10571-SC

Chapter 11

**EXHIBIT A TO STIPULATED
ORDER**

Date: May 23, 2024

Time: 1:30 p.m.

Judge: Hon. Scott C. Clarkson

Place: Courtroom 5C¹ - Via Zoom
411 W. Fourth Street
Santa Ana, CA 92701

¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at:
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 This is to certify that:

2 (a) I am being given access to Confidential Information pursuant to the
3 Stipulated Protective Order that was entered into the main bankruptcy case for
4 Litigation Practice Group, but which is binding and controlling as set forth by the
5 Court's Order on any and all contested matters and any and all litigation commenced
6 by Trustee;

7 (b) I have read the Stipulated Protective Order; and

8 (c) I agree to be bound by the terms and conditions thereof, including,
9 without limitation, to the obligations regarding the use, non-disclosure and return of
10 such Confidential Information. I further agree that in addition to being contractually
11 bound by the Stipulated Protective Order, I am subject to the jurisdiction of the above
12 reference Court for any violation thereof.

13
14 Date: _____

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16 _____
Signature

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19 _____
Printed Name

EXHIBIT 2

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Oxford Knox, LLC	UnionBank	The Litigation Practice Group PC	X4858	12/28/2021		\$30,179.55	N
Oxford Knox, LLC	Chase	The Litigation Practice Group PC	X3158	7/29/2022		\$10,000.00	N
					Total	\$40,179.55	
Buffalo 21 Partners Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/13/2022	122	\$54,753.19	N
					Total	\$54,753.19	
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X3588	4/1/2021	1032	\$11,250.00	N
Jason Dovalina	Bank of the West	The Litigation Practice Group PC	X3441	5/4/2021		\$55,000.00	N
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X3588	5/13/2021		\$20,000.00	N
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X5909	8/18/2021		\$25,000.00	N
Jason Dovalina	American Express	LPG PC; Syed Gilani	X1001	12/19/2021		\$300.00	N
Jason Dovalina	American Express	LPG PC; Syed Gilani	X1001	12/19/2022		\$350.00	N
					Total	\$111,900.00	
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	3/15/2021		\$45,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	4/1/2021		\$45,000.00	N
Sye Gilani	Bank of the West	The Litigation Practice Group PC	X3441	4/19/2021	1021	\$60,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/5/2021	4490	\$30,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/12/2021	4492	\$50,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/13/2021		\$90,000.00	N
Sye Gilani	Bank of the West	The Litigation Practice Group PC	X3441	6/2/2021	1124	\$16,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	6/2/2021	1012	\$108,000.00	N
Sye Gilani	UnionBank	The Litigation Practice Group PC	X4858	2/11/2022		\$5.02	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	2/18/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	2/25/2022		\$13.82	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/4/2022		\$7.52	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3158	3/4/2022	10989	\$8,000.00	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/18/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/24/2022		\$12.18	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/18/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/21/2022		\$5.02	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/28/2022		\$14.06	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	5/19/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	6/16/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	6/30/2022		\$14.06	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/8/2022		\$7.52	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/14/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/29/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	8/19/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	8/26/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	9/9/2022		\$7.50	N
					Total	\$452,130.92	
Samson Ly	Chase	The Litigation Practice Group PC	X3158	11/28/2022	1272	\$20,000.00	N
Samson Ly	Chase	The Litigation Practice Group PC	X3158	12/21/2022	1277	\$20,000.00	Y
Samson Ly	Chase	The Litigation Practice Group PC	X3158	12/21/2022	1278	\$20,000.00	Y
					Total	\$60,000.00	
Bew Solar Management LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$6,286.87	N
Bew Solar Management LLC	Chase	The Litigation Practice Group PC	X3158	1/19/2022		\$7,463.63	N
Bew Solar Management LLC	Chase	The Litigation Practice Group PC	X3158	2/28/2022	11031	\$2,964.29	N
					Total	\$16,714.79	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Lexicon Consulting LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	12/2/2021	320	\$5,074.94	N
Lexicon Consulting LLC	UnionBank	The Litigation Practice Group PC	X4858	1/10/2022		\$180,000.00	N
Lexicon Consulting LLC	UnionBank	The Litigation Practice Group PC	X4858	2/4/2022		\$215.90	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/18/2022		\$581.18	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/25/2022		\$397.08	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/4/2022		\$832.46	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/10/2022		\$2,078.67	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/18/2022		\$941.92	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/24/2022		\$907.91	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/1/2022		\$1,582.53	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/7/2022		\$2,415.60	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/18/2022		\$2,412.47	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/21/2022		\$962.49	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/28/2022		\$411.84	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/5/2022		\$321.33	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/13/2022		\$589.32	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/19/2022		\$801.91	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/27/2022		\$142.18	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/3/2022		\$472.08	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/10/2022		\$423.92	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/16/2022		\$799.39	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/30/2022		\$475.49	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/8/2022		\$246.71	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/14/2022		\$430.75	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/21/2022		\$218.09	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/5/2022		\$341.27	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/11/2022		\$103.62	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/19/2022		\$495.15	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/2/2022		\$50.00	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/9/2022		\$280.83	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/16/2022		\$590.95	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/23/2022		\$218.09	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/6/2022		\$193.57	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/14/2022		\$428.53	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/21/2022		\$347.61	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/10/2022		\$244.89	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/18/2022		\$184.45	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/25/2022		\$91.28	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/9/2022		\$155.12	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/19/2022		\$283.96	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/27/2022		\$81.33	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/30/2022		\$9.95	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	1/6/2023		\$155.12	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	1/24/2023		\$283.96	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/7/2023		\$81.33	Y
Lexicon Consulting LLC	Bank of America	Litigation Practice Group PC	X6538	2/9/2023		\$136.28	Y
					Total	\$208,493.45	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
United Partnerships LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$15,149.08	N
United Partnerships LLC	UnionBank	The Litigation Practice Group PC; IOLTA	X94874	1/14/2022	129	\$17,912.71	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	3/8/2022		\$7,142.86	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	3/23/2022		\$20,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	4/8/2022		\$10,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	7/22/2022		\$60,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/12/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/16/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/19/2022		\$41,158.45	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/23/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/24/2022		\$31,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/25/2022		\$20,025.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	8/31/2022		\$9,200.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/6/2022		\$32,971.70	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/8/2022		\$27,656.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/8/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/9/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/9/2022		\$14,180.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/9/2022		\$9,200.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/13/2022		\$9,600.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$26,775.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$14,160.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$4,263.89	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/22/2022		\$20,000.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/22/2022		\$5,488.89	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/26/2022		\$5,363.11	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/5/2022		\$26,775.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/5/2022		\$14,661.89	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/7/2022		\$5,363.11	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	10/13/2022		\$46,859.95	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$25,875.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$20,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/20/2022		\$46,859.95	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/20/2022		\$20,025.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	10/20/2022		\$9,650.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	11/3/2022		\$20,000.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/3/2022		\$35,500.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/9/2022		\$33,870.15	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/10/2022		\$25,500.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/14/2022		\$26,700.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/14/2022		\$21,600.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/9/2022		\$9,800.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$33,870.15	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$17,375.00	N

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$13,275.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/20/2022		\$35,500.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/20/2022		\$22,075.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/23/2022		\$11,760.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	1/9/2023		\$12,510.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/10/2023		\$17,375.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/10/2023		\$3,406.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$31,500.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$20,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$20,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$17,375.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	2/10/2023		\$100,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6486	2/15/2023		\$50,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	2/27/2023		\$40,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	2/28/2023		\$11,000.00	Y
United Partnerships LLC	Chase	BAT Inc.	X0830	3/16/2023		\$21,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	3/17/2023		\$19,000.00	Y
					Total	\$1,467,532.89	
Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Ventura Consulting, LLC	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$560,000.00	N
Ventura Consulting, LLC	Chase	The Litigation Practice Group PC	X3158	3/8/2022		\$16,678.57	N
						\$576,678.57	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$3,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/10/2020		\$3,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/23/2020		\$10,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/1/2020		\$750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/7/2020		\$3,200.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$4,500.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$4,500.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/5/2021		\$1,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/6/2021		\$14,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/15/2021		\$5,250.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/25/2021		\$3,275.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$2,250.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/2/2021		\$10,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/10/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/1/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/5/2021		\$6,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/10/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/22/2021		\$5,000.00	N
Matthew Church	Bank of the West	The Litigation Practice Group PC	X3441	3/29/2021	99007	\$1,023.89	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/29/2021		\$5,500.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/31/2021		\$3,750.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/2/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/5/2021		\$2,500.00	N
Matthew Church	Chase	Vulcan Consulting Group LLC	X3588	4/15/2021		\$1,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/21/2021		\$33,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/14/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$12,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/7/2021		\$5,000.00	N
					Total	\$206,498.89	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	8/18/2020		\$3,750.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$8,250.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/10/2020		\$3,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/25/2020		\$5,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/4/2021		\$4,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/22/2021		\$34,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$34,450.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/4/2021		\$180,000.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	3/24/2021		\$47,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/6/2021		\$47,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	4/16/2021		\$22,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/16/2021		\$13,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/7/2021		\$13,500.00	N
Frank Brown	Chase	Vulcan Consulting Group LLC	X3588	5/11/2021		\$22,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/14/2021		\$36,000.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/25/2021	1039	\$625.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/26/2021		\$2,108.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$36,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/2/2021		\$2,100.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/4/2021		\$50,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/24/2021		\$22,500.00	N
Frank Brown	Chase	Vulcan Consulting Group LLC	X3588	9/14/2021		\$2,108.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/20/2022		\$10,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	11/15/2022		\$150,000.00	N
					Total	\$905,891.00	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Spectrum Payment Solution	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$64,383.60	N
Spectrum Payment Solution	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/13/2022	132	\$50,752.68	N
Spectrum Payment Solution	Chase	The Litigation Practice Group PC	X3158	3/15/2022	1166	\$30,357.14	N
					Total	\$145,493.42	
Home Energy Solutions Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$15,000.00	N
Home Energy Solutions Inc	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/17/2021		\$30,000.00	N
					Total	\$45,000.00	
JNR Services, Inc.	Chase	Vulcan Consulting Group LLC	X3588	4/22/2021		\$37,000.00	N
JNR Services, Inc.	Bank of the West	The Litigation Practice Group PC	X3441	5/17/2021	1003581150	\$31,500.00	N
JNR Services, Inc.	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$74,991.76	N
JNR Services, Inc.	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$250,000.00	N
JNR Services, Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/7/2022	124	\$40,919.74	N
JNR Services, Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/25/2022		\$21,886.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	2/10/2022		\$20,000.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	3/9/2022	1158	\$16,678.57	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022		\$25,000.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	7/8/2022		\$35,000.00	N
JNR Services, Inc.	Chase	LPG VC; Alex Tarkoff	X6652	10/25/2022		\$42,500.00	N
JNR Services, Inc.	Chase	LPG VC; Alex Tarkoff	X6652	10/25/2022		\$32,500.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	11/15/2022		\$23,000.00	N
					Total	\$650,976.07	
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	8/14/2020		\$15,000.00	N
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$15,000.00	N
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/2/2020		\$15,000.00	N
					Total	\$45,000.00	
Lifestar Products Inc	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$55,740.48	N
Lifestar Products Inc	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/10/2022	126	\$53,499.17	N
					Total	\$109,239.65	
AZLS Enterprises Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/6/2021		\$130,226.82	N
AZLS Enterprises Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/6/2021		\$22,500.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	9/21/2021		\$65,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	9/22/2021		\$90,400.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	10/1/2021	10288	\$23,076.92	N
AZLS Enterprises Inc.	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/8/2021		\$218,400.00	N
AZLS Enterprises Inc.	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$250,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	1/3/2022	1121	\$100,000.00	N
AZLS Enterprises Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/7/2022	121	\$67,185.30	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	2/10/2022	1136	\$100,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/4/2022	1152	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/9/2022	1153	\$25,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/15/2022	1161	\$25,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022	1172	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022	1173	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	4/8/2022	1203	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	4/15/2022	1208	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	5/10/2022	1230	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	6/6/2022	11407	\$23,000.00	N
					Total	\$1,273,038.30	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/29/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/6/2021		\$20,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/19/2021		\$6,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/7/2021		\$6,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/14/2021		\$1,500.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$4,500.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$4,500.00	N
Investline Wealth Services	Optimum Bank	COAST PROCESSING LLC DBA LITIGATION PRACTICE GROUP	X6712	8/26/2021		\$34,500.00	N
					Total	\$104,000.00	

Bank Name	Account Name	Account Number	Date	Debit/Charge	Payee	90 Day Transfer
Bank of the West	The Litigation Practice Group PC	X441	6/3/2021	\$26,000.00	Rachel Dovalina	N
			Total	\$26,000.00		
Bank Name	Account Name	Account Number	Date	Debit/Charge	Payee	90 Day Transfers
Wells Fargo	Vulcan Consulting Group LLC	X3193	1/8/2021	\$4,667.38	Validation LLC	N
Bank of the West	The Litigation Practice Group PC	X441	3/31/2021	\$4,636.69	Validation LLC	N
Bank of the West	The Litigation Practice Group PC	X441	5/26/2021	\$27,325.48	Validation LLC	N
Bank of the West	The Litigation Practice Group PC	X441	6/3/2021	\$32,089.32	Validation LLC	N
Bank of the West	The Litigation Practice Group PC	X441	6/8/2021	\$21,772.78	Validation LLC	N
Chase	Vulcan Consulting Group LLC	X3588	6/25/2021	\$41,549.28	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	7/28/2021	\$19,319.93	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	8/6/2021	\$28,202.28	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	8/13/2021	\$20,785.38	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	8/23/2021	\$30,875.12	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	8/25/2021	\$499.26	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	9/1/2021	\$3,183.27	Validation LLC	N
Optimum Bank	World Global Fund LLC dba LPG	X6134	9/3/2021	\$29,569.03	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	9/9/2021	\$15,349.10	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	9/16/2021	\$32,340.55	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	9/22/2021	\$15,895.79	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	10/5/2021	\$26,123.19	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	10/7/2021	\$17,162.48	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	10/14/2021	\$43,308.01	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	10/26/2021	\$21,032.81	Validation LLC	N
Optimum Bank	Coast Processing LLC dba LPG	X6738	11/12/2021	\$27,637.56	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	11/24/2021	\$202,530.00	Validation LLC	N
Chase	The Litigation Practice Group PC	X3158	12/15/2021	\$242.82	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	1/13/2022	\$1,333.61	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	1/21/2022	\$2,589.44	Validation LLC	N
UnionBank	The Litigation Practice Group PC	X4858	1/28/2022	\$8,796.43	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	3/10/2022	\$8,860.22	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	3/18/2022	\$31,972.14	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	3/25/2022	\$29,490.69	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	4/1/2022	\$26,981.50	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	4/7/2022	\$29,823.54	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	4/21/2022	\$26,990.78	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	5/19/2022	\$191,472.56	Validation LLC	N
Chase	The Litigation Practice Group PC	X3133	6/3/2022	\$81,008.18	Validation LLC	N
Chase	The Litigation Practice Group PC	X3158	10/18/2022	\$8,000.00	Validation LLC	N
			Total	\$1,113,416.60		

EXHIBIT 3

Bank Name	Account Name	Account Number	Transaction Date	Debit/Charge	Payee	Post-Petition Transfer
Bank of America	Prime Logix LLC	X9201	4/6/2023	\$25,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	4/12/2023	\$20,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	5/1/2023	\$25,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	5/12/2023	\$35,000.00	United Partnerships LLC	Y
			Total	\$105,000.00		

EXHIBIT 4

DEBT REPAYMENT AGREEMENT

This DEBT REPAYMENT AGREEMENT (this “*Agreement*”) is executed as of April 15, 2022 (the “*Effective Date*”), by and between THE LITIGATION PRACTICE GROUP PC, a California law corporation (the “*Company*”), and OXFORD KNOX, LLC, a Delaware limited liability company (“*Creditor*”). The Company and the Creditor may be collectively referred to as the “*Parties*,” and individually as a “*Party*.”

RECITALS

WHEREAS, the Company is provides legal services to clients in connection with debt resolution of the clients’ enrolled liabilities (the “*Business*”);

WHEREAS, the Creditor has in the past provided, directly or indirectly through its members, contractors, affiliates and/or predecessors-in-interest, funding for the Company’s operations, including funding for the recruitment, training and support related to marketing affiliates;

WHEREAS, despite good faith efforts, the Parties have been unable to establish the precise amount of the funding previously provided by the Creditor to the Company, and by way of compromise have agreed that Company is indebted to the Creditor in the amount of \$22,000,000 (the “*Indebtedness*”); and

WHEREAS, the Company and the Creditor have further agreed that the Indebtedness shall be satisfied and paid in full by (i) monthly payments set forth on Schedule 1 through October 2027; plus (ii) a balloon payment in the amount of \$10,000,000, payable solely in the event of a Sale of Business (as defined below) with respect to the Company.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The statements contained in the recitals set forth above are true and correct and by this reference are made a part of this Agreement.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms shall have the meanings indicated in this Section 2:

“*Net Proceeds from Sale of Business*” means the proceeds from a Sale of Business, as applicable, as determined after reduction for the following: (a) payment of all expenses related thereto, including any applicable commissions and other fees paid in connection therewith; and (ii) in the case of a Sale of Business, payments in satisfaction of any and all present and future indebtedness for borrowed money (other than the Indebtedness), obligations or liabilities of the Company.

“*Sale of Business*” means a sale, transfer, assignment, or other disposition by the Company or the Company’s shareholders of all or substantially all of the Business.

3. Debt Repayment. As payment in full of the Indebtedness, the Company agrees to make the following payments to the Creditor:

a. Monthly Payments. The Company shall repay \$12,000,000 of the Indebtedness in monthly installments in accordance with Schedule 1 through October 2027 or until a Sale of Business has occurred with respect to the Company, whichever comes first. Each such repayment installment shall be due and

payable on or before the 15th business day of each month (or such other time as may be mutually agreed upon by the Parties), with the first payment having been made on November 4, 2021. The Indebtedness repayment schedule may be revised from time to time by mutual agreement of the Parties by executing and amendment to Schedule 1.

b. Prepayments. The Company shall make monthly prepayments of the Indebtedness in the amount of Excess Cash Flow, as calculated by the Company in good faith consistent with past practice. Such prepayments shall be consistent with the Parties' agreement that the Company shall use commercially best efforts to repay the Indebtedness in its entirety by December 31, 2024.

c. Balloon Payment. At the time of a Sale of Business, the Company shall make a balloon payment to the Creditor, in full satisfaction of the Indebtedness, in the amount of (i) \$10,000,000, *plus* (b) if applicable, the principal outstanding amount at such time of the monthly installment obligations payable pursuant to Section 3(a), above together with the balance of any unpaid interest and other amounts payable thereunder (the "**Balloon Payment**"). The Balloon Payment shall be paid to the Creditor through the escrow or similar agreement, or arrangement established for such sale, provided, however, that the amount payable to the Creditor in the case of a Sale of Business pursuant to this Section 3(c) shall not exceed the Net Proceeds from Sale of Business.

4. Representations and Warranties.

a. The Company represents and warrants to the Creditor that (i) the Company is a California legal corporation duly organized, validly existing, and in good standing under the laws of the state of California, (ii) the Company has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement and the performance of the terms hereof by the Company have been duly authorized by all necessary action on the part of the Company, (iv) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated by the Company does not conflict in any material respect with, or constitute a material default under, the organizational documents of the Company, and does not violate any contract, instrument, or other agreement, whether written or oral to which the Company is a party or by which the Company is bound, (v) this Agreement constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, and (vi) the Company has all licenses, permits, consents and approvals required to be obtained by it from any regulatory agency exercising its authority over the Company in order for it to lawfully conduct its business, to perform its obligations hereunder and to receive the rights and benefits available to it hereunder except to the extent the failure to have any of the foregoing could not, singly or in the aggregate, reasonably be expected to have a material adverse effect on the Company.

b. the Creditor represents and warrants to the Company that (i) the Creditor is a Delaware limited liability company duly organized, validly existing, and in good standing under the laws of the state of Delaware, (ii) the Creditor has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement and the performance of the terms hereof by the Creditor have been duly authorized by all necessary action on the part of the Creditor, (iv) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated by the Creditor does not conflict in any material respect with, or constitute a material default under, the organizational documents of the Creditor, and does not violate any contract, instrument, or other agreement, whether written or oral to which the Creditor is a party or by which the Creditor is bound, (v) this Agreement constitutes the legal, valid, and binding obligation of the Creditor, enforceable against the Company in accordance with its terms, and (vi) the Creditor has all licenses, permits, consents and approvals required to be obtained by it from any regulatory agency exercising its authority over the Creditor in order for it to lawfully conduct its business, to perform its obligations hereunder and to receive the rights

and benefits available to it hereunder except to the extent the failure to have any of the foregoing could not, singly or in the aggregate, reasonably be expected to have a material adverse effect on the Creditor.

5. Confidentiality. The Parties agree that any and all Confidential Information (as defined herein) shall be used solely for the purposes of the lawful performance of this Agreement and shall not be used or disclosed to any third party except as authorized herein or by the Parties in writing.

a. Definition. As used in this Agreement, "**Confidential Information**" shall include (i) all information regarding an existing or potential client of the Company, (ii) each Party's proprietary information, trade secrets or other business information that is either identified as or should otherwise be reasonably understood to be of a confidential nature, as may be disclosed to the other Party in connection with the performance of this Agreement, and (iii) this Agreement and the nature, terms and conditions of this Agreement.

b. Limited Use. Each Party agrees it shall not, without the prior written consent of the other Party or as permitted by the terms and conditions of this Agreement, do any of the following: (i) disclose any Confidential Information to any third party; (ii) permit any third-party access to such Confidential Information; or (iii) use Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

c. Exceptions. The confidentiality obligations imposed on the Parties by this section shall not apply to Confidential Information which, through no fault of a Party: (i) is required to be disclosed in order to comply with applicable laws and regulations, court orders or other process of law, (ii) is required to be made to any tax, banking or other regulatory authority, or legal or financial advisor of either Party, (iii) is made to such Party's current or prospective lenders or investors, (iv) was already known to that Party prior to disclosure of the same Confidential Information by the other Party or is independently discovered by the Party, or (v) subsequently becomes available to the public at large without a breach of this Agreement.

d. Return of Confidential Information. Upon termination of this Agreement, both Parties shall return the Confidential Information of the other Party to the Party to which the Confidential Information belongs.

e. Enforcement. In the event of any breach of the obligations under this section, the Parties acknowledge that the Party adversely affected by the breach would have no adequate remedy at law to protect its Confidential Information, since the harm caused by such a breach could not be easily measured and compensated for in damages, and that in addition to such remedies as may be available, a Party may obtain injunctive relief including, but not limited to, specific performance.

f. Confidentiality of Agreement. The Parties agree that this Agreement and its terms are strictly confidential and shall not be disclosed to any person, firm, corporation, or other entity, orally or in writing, except as may be necessary to comply with applicable laws and regulations, court orders or other process of law, confer with a financial advisor, tax preparer, or lawyer regarding the subject matter of this Agreement, or to enforce this Agreement.

g. Survival. The provisions of this section shall survive the expiration or any termination of this Agreement or any addendum hereto.

6. Indemnification. The Parties agree to be responsible for their own actions, and each Party agrees to indemnify, defend and hold harmless the other party and such other Party's directors, officers, employees and agents for, from and against all claims and losses of any type, including reasonable attorneys' fees, in connection with, in whole or in part: (a) any negligent act or omission by, or any willful misconduct on the

part of, the indemnifying Party; (b) the indemnifying Party's failure to comply with any applicable federal, state, or local law; or (c) any breach of this Agreement by the indemnifying Party.

7. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any federal, state, provincial, territorial, local, or foreign law shall be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. Any reference to any contract or agreement (including schedules, exhibits and other attachments thereto), including this Agreement, shall be deemed also to refer to such contract or agreement as amended, restated, or otherwise modified, unless the context requires otherwise. The words "include," "includes," and "including" shall be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context requires otherwise. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Where this Agreement states that a Party "will" or "shall" perform in some manner or otherwise act or omit to act, it means that such Party is legally obligated to do so in accordance with this Agreement. The captions, titles, and headings included in this Agreement are for convenience only and do not affect this Agreement's construction or interpretation. Any reference to an Article, Section, or Schedule in this Agreement shall refer to an Article or Section of, or Schedule to, this Agreement, unless the context otherwise requires. This Agreement is for the sole benefit of the Parties and does not, and is not intended to, confer any rights or remedies in favor of any person (including any employee, director, shareholder or third party lender or service provider of a party) other than the Parties.

8. No Assignment by the Company. Except as set forth herein, the Company shall not assign, transfer, or otherwise alienate any or all of its rights or interest under this Agreement without the express prior written consent of the Creditor, which consent may be granted or withheld in the Creditor's sole discretion.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede (a) all prior oral or written proposals or agreements, (b) all contemporaneous oral proposals or agreements, and (c) all previous negotiations and all other communications or understandings between the Parties, in each case with respect to the subject matter hereof.

10. Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, facsimile, email or other generally accepted means of electronic transmission, or mail (with postage prepaid), to the following addresses:

If to the Company, to:

The Litigation Practice Group PC
17542 E 17th Street
Suite 100
Tustin, CA 92780
Fax No.: 949-715-0648
Email: admin@LPGLaw.com
Attention: Daniel S. March

If to the Creditor, to:

Oxford Knox, LLC
c/o Rick R. Emmett
300 S. Harbor Blvd., Suite 1000
Anaheim, CA 92805
Fax No.: (714) 563-1316
Email: remmett@investlincadvisors.com
Attention: Rick R. Emmett, Manager

or to such other addresses or telecopy numbers as may be specified by like notice to the other Party.

11. Severability. If any term or other provision of this Agreement shall be determined by a court, governmental authority, or arbitrator to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal, or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

12. Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

13. Binding Effect. This Agreement binds and benefits the Parties and their respective successors and permitted assigns. Other than those persons entitled to indemnity hereunder, there are no third-party beneficiaries having rights under or with respect to this Agreement.

14. Waiver. A provision of this Agreement may be waived only by a writing signed by the Party intended to be bound by the waiver. A Party is not prevented from enforcing any right, remedy, or condition in the Party's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the Party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a Party's rights and remedies in this Agreement is not intended to be exclusive, and a Party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

15. Disputes.

a. Dispute Resolution. Except with respect to a Party's request for equitable or provisional relief or to otherwise protect its Confidential Information provided under this Agreement, no civil action, proceeding as set forth below with respect to any dispute, controversy or claim arising out of, or relating to, or in connection with, this Agreement, or the breach, termination, or validity hereof, including the validity of this dispute resolution provision (each of which dispute, controversy, or claim will be termed a "Dispute") between the Parties may be commenced, nor may a Party terminate any portion of this Agreement for a material breach of a material warranty, representation, covenant or obligation of this Agreement, until the Parties have first attempted to resolve the Dispute amicably in good faith.

b. Arbitration of Disputes. If the Parties cannot resolve a Dispute pursuant to Section 15(a) above, any and all disputes under this Agreement shall be resolved by final and binding arbitration pursuant to JAMS Rules of Arbitration. Such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect. The decision by the arbitrator shall be final and binding, may be confirmed by a court of competent jurisdiction and judgment shall be entered thereon. The arbitration shall be conducted in Orange County, California. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration (e.g., to compel arbitration) or from seeking equitable or provisional relief from a court of competent jurisdiction.

c. Confidentiality of Proceedings. The Parties agree that any arbitration proceedings hereunder will be treated as the Confidential Information of both Parties and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration. In addition, if a Party's Confidential Information is required to be disclosed pursuant to an arbitration proceeding or other judicial proceeding, the Receiving Party shall treat the Disclosing Party's Confidential Information pursuant to the terms of Section 5 (Confidentiality).

d. Attorneys' Fees and Costs. The prevailing Party in any arbitration or other legal proceeding shall be entitled to recover its reasonable fees and costs (including attorneys' fees) associated with the dispute from the other Party. The arbitrator shall determine who is the prevailing Party and award reasonable attorney fees.

e. Choice of Law. This arbitration provision (including the validity and applicability of the agreement to arbitrate, the conduct of any arbitration of a Dispute, the enforcement of any arbitral award made hereunder and any other questions of arbitration law or procedure arising hereunder) and its interpretation, any and all Disputes between the Parties arising out of or relating to this Agreement in any manner, shall be governed by and construed in accordance with the substantive internal laws of the State of California, excluding its conflicts of law rules.

16. Relationship of Parties. This Agreement does not create a fiduciary relationship, partnership, joint venture, or relationship of trust or agency between the Parties. Each Party shall have the obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed under this Agreement and shall be liable for all acts or omissions of its employees and agents in performing their respective obligations hereunder. The Company understands and agrees that it has complete control over the operation and decision making of its business.

17. Further Assurances. From time to time, each Party agrees to execute and deliver such additional documents and will provide such additional information and assistance as any Party may reasonably require to carry out the terms of this Agreement.

18. Survival. The Parties agree that the provisions of this Agreement that by their terms or nature are intended to survive the termination of this Agreement shall survive such termination.

19. No Publicity. Neither Party shall issue a press release announcing the Parties' business relationship, without the prior, written consent of the other Party as to the context and content of such materials or press release. Each Party shall have the right to terminate its consent at any time and for any reason by providing written notice to the other Party.


20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, when taken together, shall be one and the same document.

Each Party may rely upon a “pdf” counterpart of this Agreement signed by the other Party with the same effect as if such Party had received an original counterpart signed by such other Party.


[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Debt Repayment Agreement to be effective as of the Effective Date.

OXFORD KNOX, LLC

By: 
Name: Rick R. Emmett
Title: Manager/Secretary

THE LITIGATION PRACTICE GROUP PC

By: 
Name: DANIEL MARCH
Title: MANAGING SHAREHOLDER

SCHEDULE 1

REPAYMENT SCHEDULE

Starting Balance: \$12,000,000.00
Annual Interest Rate: 10.0%
Repayment Period: 72 months
Start Date: November 1, 2021

Repayment Date	Repayment Installment	Remaining Balance
November 2021	\$757,454.09	\$11,334,950.40
December 2021	\$0	\$11,431,219.84
January 2022	\$629,090.35	\$10,896,899.08
February 2022	\$357,142.30	\$10,620,609.71
March 2022	\$0	\$10,343,421.67
April 2022	\$200,000.00	\$10,226,792.26
May 2022	\$200,000.00	\$10,111,951.32
June 2022	\$200,000.00	\$9,993,419.41
July 2022	\$200,000.00	\$9,876,596.40
August 2022	\$200,000.00	\$9,758,781.19
September 2022	\$200,000.00	\$9,637,346.52
October 2022	\$200,000.00	\$9,517,499.32
November 2022	\$200,000.00	\$9,394,081.51
December 2022	\$200,000.00	\$9,272,168.23
January 2023	\$200,000.00	\$9,149,219.52
February 2023	\$200,000.00	\$9,017,871.07
March 2023	\$200,000.00	\$8,892,762.58
April 2023	\$200,000.00	\$8,764,209.94
May 2023	\$200,000.00	\$8,636,947.06
June 2023	\$200,000.00	\$8,506,291.83
July 2023	\$200,000.00	\$8,376,838.42
August 2023	\$200,000.00	\$8,246,285.54
September 2023	\$200,000.00	\$8,112,419.40
October 2023	\$200,000.00	\$7,979,620.77
November 2023	\$200,000.00	\$7,843,562.86
December 2023	\$200,000.00	\$7,708,480.79
January 2024	\$200,000.00	\$7,572,251.45
February 2024	\$200,000.00	\$7,428,805.70
March 2024	\$200,000.00	\$7,290,201.04
April 2024	\$200,000.00	\$7,148,476.66
May 2024	\$200,000.00	\$7,007,491.12
June 2024	\$200,000.00	\$6,863,443.11
July 2024	\$200,000.00	\$6,720,036.73
August 2024	\$200,000.00	\$6,575,412.39
September 2024	\$200,000.00	\$6,431,306.41
October 2024	\$200,000.00	\$6,287,644.25
November 2024	\$200,000.00	\$6,137,679.68
December 2024	\$200,000.00	\$5,988,109.29
January 2025	\$200,000.00	\$5,837,268.58
February 2025	\$200,000.00	\$5,680,513.38
March 2025	\$200,000.00	\$5,527,060.20
April 2025	\$200,000.00	\$5,370,844.26
May 2025	\$200,000.00	\$5,214,761.02
June 2025	\$200,000.00	\$5,055,978.23
July 2025	\$200,000.00	\$4,897,220.79

August 2025	\$200,000.00	\$4,737,114.99
September 2025	\$200,000.00	\$4,574,406.35
October 2025	\$200,000.00	\$4,411,558.84
November 2025	\$200,000.00	\$4,246,174.39
December 2025	\$200,000.00	\$4,080,539.16
January 2026	\$200,000.00	\$3,913,497.16
February 2026	\$200,000.00	\$3,741,984.27
March 2026	\$200,000.00	\$3,572,066.87
April 2026	\$200,000.00	\$3,399,782.49
May 2026	\$200,000.00	\$3,226,958.73
June 2026	\$200,000.00	\$3,051,837.84
July 2026	\$200,000.00	\$2,876,058.93
August 2026	\$200,000.00	\$2,698,787.10
September 2026	\$200,000.00	\$2,520,694.27
October 2026	\$200,000.00	\$2,341,675.89
November 2026	\$200,000.00	\$2,159,278.71
December 2026	\$200,000.00	\$1,975,919.16
January 2027	\$200,000.00	\$1,791,002.31
February 2027	\$200,000.00	\$1,603,207.26
March 2027	\$200,000.00	\$1,415,124.91
April 2027	\$200,000.00	\$1,225,112.23
May 2027	\$200,000.00	\$1,033,818.67
June 2027	\$200,000.00	\$840,671.97
July 2027	\$200,000.00	\$646,113.29
August 2027	\$200,000.00	\$449,902.20
September 2027	\$200,000.00	\$252,093.13
October 2027	\$252,093.13	\$0.00

Oxford Knox LLC
LPG Loan Calculations per agreement dated April 15, 2022

November 1, 2021 - June 30, 2023

<u>From Date</u>	<u>To Date</u>	<u>Days</u>	<u>Total Pd</u>	<u>Principal</u>	<u>Interest</u>	<u>Beq Bal</u>	<u>Int</u>	<u>Annual</u>	<u>Per Day</u>	<u>Interest Amt</u>	<u>Ending Bal</u>
11/01/21						\$12,000,000.00					\$12,000,000.00
(Per Schedule 1 of agreement dated 4/15/22)											
11/01/21	Payment		\$757,454.09	\$665,049.60	\$92,404.49						\$11,334,950.40
01/01/22	Payment		\$629,090.35	\$438,051.32	\$191,039.03						\$10,896,899.08
02/01/22	Payment		\$357,142.30	\$276,289.37	\$80,852.93						\$10,620,609.71
03/01/22	03/11/23	375					10%	\$1,062,060.97	\$2,909.76	\$1,091,158.53	\$11,711,768.24
03/11/23	Notice of Default Balloon Payment					\$10,000,000.00					\$21,711,768.24
03/11/23	06/30/23	111					10%	\$2,171,176.82	\$5,948.43	\$660,275.69	\$22,372,043.93
Totals			\$1,743,686.74	\$1,379,390.29	\$364,296.45	\$22,000,000.00				\$1,751,434.22	\$22,372,043.93

7/20/2023 Updated/jaw

EXHIBIT 5

Payee	Bank Name	Account Name	Account Number	Transaction Date	Payment	90 Day Transfer
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	2/11/2022	\$5,344.99	N
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	3/11/2022	\$190,271.26	N
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	4/19/2022	\$254,488.04	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/15/2022	\$2,638.06	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	9/2/2022	\$80,906.55	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	11/16/2022	\$84,078.06	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/13/2023	\$78,910.81	Y
				Total	\$696,637.77	

B1040 (FORM 1040) (12/24)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Richard A. Marshack, Trustee of the LPG Liquidation Trust	DEFENDANTS Oxford Knox, LLC; Buffalo 21 Partners, Inc.; Rick Emmett; Ryan Taylor Connet; Obrik, Inc.; Albright, Inc.; Jason Dovalina; Rachel Dovalina; Final Season, Inc.; Factor In, Inc.; Syed Faisal Gilani aka Sye Gilani; BAE Enterprises, Inc.; Rose Bianca Loli; Decacorn Holdings, Inc.; Samson Ly; BEW Solar Management, LLC; Sean Stephens; Lexicon Consulting, LLC; Daniel Lansdale; United Partnerships, LLC; Ventura Consulting, LLC; Matthew Church; Frank Brown; Validation LLC; Innovative Solutions, LLC; MRJR20 Partners, LLC; MFCR, Investments, LLC; Lifesize, Inc.; Karrington, Inc.; Spectrum Payment Solutions, LLC; Jason D. Williams; Home Energy Solutions, Inc.; The Coelho Irrevocable Life Insurance Trust; JNR Services, Inc.; C.A.T. Exteriors, Inc.; AZLS Enterprises, Inc.; A Solution Debt Relief, Inc.; INVESTLINC Wealth Services, Inc."	
ATTORNEYS (Firm Name, Address, and Telephone No.) Yosina M. Lissebeck (SBN 201654) Tyler Powell (Ky. Bar No. 90520) (<i>Admitted pro hac vice</i>) DINSMORE & SHOHL LLP 655 West Broadway, Suite 800 San Diego, CA 92101 Telephone (619) 400-0500 yosina.lissebeck@dinsmore.com tyler.powell@dinsmore.com	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) (1) Avoidance, Recovery, and Preservation of Transfers Made Within the Ninety Day Period Before the Petition Date; (2) Avoidance, Recovery, and Preservation of Post-Petition Transfers; (3) Avoidance, Recovery, and Preservation of Transfers Made With Intent to Defraud; (4) Avoidance, Preservation, and Recovery of Constructively Fraudulent Two-Year Transfers; (5) Avoidance, Preservation, and Recovery of Transfers Within Four Years ; and (6) Avoidance, Recovery, and Preservation of Transfers Made Within Four Years		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(a) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input checked="" type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(b) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(c) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(d) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(e) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(f) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(f) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(g) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief- imposition of stay <input type="checkbox"/> 72-Injunctive relief - other FRBP 7001(h) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(i) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(j) Determination of Removed Action <input type="checkbox"/> 01-Determination of remove d claim or cause Other <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§78aaa <i>et seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ 0.00	
Other Relief Sought		

B1040 (FORM 1040) (12/24)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR The Litigation Practice Group P.C.		BANKRUPTCY CASE NO. 8:23-bk-10571-SC
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISION OFFICE Santa Ana	NAME OF JUDGE Scott C. Clarkson
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Tyler Powell		
DATE March 19, 2025	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Yosina M. Lissebeck Tyler Powell (admitted pro hac vice) Special Counsel to Richard A. Marshack, Trustee of the LPG Liquidation Trust	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Exhibit 4

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No., & Email Address Tyler Powell Dinsmore & Shohl LLP 100 W Main St Ste 900 Suite 900 Lexington, KY 40507 859-425-1046 <i>Plaintiff or Attorney for Plaintiff</i>	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA	
In re: The Litigation Practice Group P.C. <div style="text-align: right;"><i>Debtor(s).</i></div>	CASE NO.: 8:23-bk-10571-SC CHAPTER: 11 ADVERSARY NUMBER: 8:25-ap-01208-SC
Richard A. Marshack <div style="text-align: center;">Versus</div> Oxford Knox, LLC (See Attachment A for names of additional defendants) <div style="text-align: right;"><i>Defendant(s)</i></div>	<div style="text-align: center;"> SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1] </div>

TO THE DEFENDANT(S): A Complaint has been filed by the Plaintiff against you. If you wish to defend against the Complaint, you must file with the court a written pleading in response to the Complaint. You must also serve a copy of your written response on the party shown in the upper left-hand corner of this page. The deadline to file and serve a written response is **05/07/2025**. If you do not timely file and serve the response, the court may enter a judgment by default against you for the relief demanded in the Complaint.

A status conference in the adversary proceeding commenced by the Complaint has been set for:

Date: June 5, 2025
Time: 01:30 PM
Hearing Judge: Scott C Clarkson
Location: 411 W Fourth St., Crtrm 5C, Santa Ana, CA 92701

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

You must comply with LBR 7016-1, which requires you to file a joint status report and to appear at a status conference. All parties must read and comply with the rule, even if you are representing yourself. You must cooperate with the other parties in the case and file a joint status report with the court and serve it on the appropriate parties at least 14 days before a status conference. A court-approved joint status report form is available on the court's website (LBR form F 7016-1.STATUS.REPORT) with an attachment for additional parties if necessary (LBR form F 7016-1.STATUS.REPORT.ATTACH). If the other parties do not cooperate in filing a joint status report, you still must file with the court a unilateral status report and the accompanying required declaration instead of a joint status report 7 days before the status conference. **The court may fine you or impose other sanctions if you do not file a status report. The court may also fine you or impose other sanctions if you fail to appear at a status conference.**

KATHLEEN J. CAMPBELL
CLERK OF COURT

Date of Issuance of Summons and Notice of Status Conference in Adversary Proceeding: April 7, 2025

By: "s/" Nickie Bolte
Deputy Clerk



This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

ATTACHMENT A Names of plaintiffs and defendants

Plaintiff(s):	Defendant(s):
Richard A. Marshack	<p>Oxford Knox, LLC Buffalo 21 Partners, Inc. Rick Emmett Ryan Taylor Connet Obrik, Inc. Albright, Inc. Jason Dovalina Rachel Dovalina Factor In, Inc. Syed Faisal Gilani Bae Enterprises, Inc. Rose Bianca Loli Decacorn Holdings, LLC Samson Ly BEW Solar Management, LLC Sean M Stephens Lexicon Consulting, Inc. Daniel Lansdale United Partnerships, Inc. Ventura Consulting, LLC Matthew Church Frank Brown Validation Partners, LLC MRJR20 Partners, LLC MFCR Investments, LLC Lifesize, Inc. Karrington, Inc. Spectrum Payment Solutions, LLC Jason D Williams Home Energy Solutions, Inc. The Coelho Irrevocable Life Insurance Trust JNR Services, Inc. C.A.T. Exteriors, Inc. AZLS Enterprises Inc. A Solution Debt Relief, Inc. Validation LLC Innovative Solutions, LLC INVESTLINC Wealth Services, Inc. Final Season, Inc. Sye Gilani</p>

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

ATTACHMENT A

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
655 West Broadway, Suite 800, San Diego, CA 92101

A true and correct copy (1) of the foregoing document entitled: **SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]** and (2) the accompanying pleading(s) entitled:

COMPLAINT; ORDER RE EARLY MEETING OF COUNSEL, STATUS CONFERENCE INSTRUCTIONS AND GENERAL PROCEDURES; and NOTICE OF REQUIRED COMPLIANCE WITH RULE 7026

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

2. SERVED BY UNITED STATES MAIL:

On (date) April 14, 2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

SEE ATTACHED SERVICE LIST

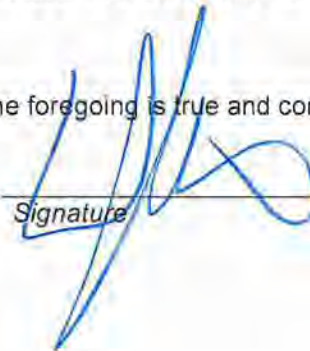
3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P.5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 14, 2025
Date

Wendy A. Yones
Printed Name

Signature



Oxford Knox, LLC
Attn: Richard R Emmett, Partnership Representative
251 Little Falls Drive
Wilmington, Delaware 19808

Buffalo 21 Partners, Inc.
Attn: Richard R Emmett, CEO
10 Pointe Drive, Suite 150
Brea, CA 92821

Rick Ronald Emmett
10 Pointe Drive, Suite 150
Brea, CA 92821

Ryan Taylor Connet
4155 E La Palma Avenue
Anaheim, CA 92807

Obrik, Inc
Attn: Cloud Peak Law, Registered Agent
1095 Sugarview Drive, Suite 500
Sheridan, Wyoming 82801

Jason Dovalina
128 W Santa Fe Avenue, Suite C
Placentia, CA 92870-5632

Rachel Dovalina
736 Oceanview Drive
Fullerton, CA 92832

Factor In, Inc.
Attn: Sye Gilani, Registered Agent
7651 Greenock Way, Riverside, CA 92508

Syed Faisal Gilani aka Sye Gilani
7651 Greenock Way
Riverside, CA 92508

Bae Enterprises, Inc.
Attn: Cloud Peak Law, LLC, Registered Agent
1095 Sugarview Drive, Suite 500
Sheridan, Wyoming 82801

Rose Bianca Loli
33741 Alcazar Drive
Dana Point, CA 92629

Rose Bianca Loli
1220 Ensenada Avenue
Laguna Beach, CA 92651

Samson Ly
208 S Moore Avenue, Apt D
Monterey Park, CA 91754

BEW Solar Management, LLC
Attn: Sean M Stephens, Manager
2560 N Synergy Avenue
Eagle, Idaho 83616

Sean M Stephens
2560 N Synergy Ave
Eagle, Idaho 83616

Daniel Lansdale
515 W Commonwealth Avenue, Suite 211
Fullerton, CA 92832

United Partnerships, Inc.
7300 Lennox Avenue, Room J-14
Van Nuys, CA 91405

Ventura Consulting, LLC
Attn: Matthew Church, Managing Member
708 Grandview Avenue
Fullerton, CA 92832

Ventura Consulting, LLC
Attn: Matthew Church, Managing Member
10620 Southern Highlands Parkway, Suite 110-18
Las Vegas, NV 89141

Matthew Church
708 Grandview Avenue
Fullerton, CA 92832

Matthew Church
10620 Southern Highlands Parkway, Suite 110-18
Las Vegas, NV 89141

Frank Brown
10620 Southern Highlands Parkway, Suite 110-18
Las Vegas NV 89141

Frank Brown
10881 Pentland Downs Street
Las Vegas, NV 89141

Validation, LLC
Attn: Matthew Church
708 Grandview Avenue
Fullerton, CA 92832

Validation, LLC
Attn: Matthew Church
10620 Southern Highlands Parkway, Suite 110-18
Las Vegas, NV 89141

Innovative Solutions, Inc.
Attn: Cloud Peak Law, LLC, Registered Agent
1095 Sugarview Drive, Suite 500
Sheridan, Wyoming 82801

MRJR20 Partners, LLC
Attn: Rick R Emmett, Registered Agent
10 Pointe Drive, Suite 150
Brea, CA 92821

Lifesize, Inc.
Attn: Cloud Peak Law, LLC, Registered Agent
1095 Sugarview Drive, Suite 500
Sheridan, Wyoming 82801

Karrington, Inc.
Attn: Company Sage Agents, LLC, Registered Agent
1095 Sugarview Drive, Suite 100
Sheridan, Wyoming 82801

Spectrum Payment Solutions, LLC
Attn: Samson Ly
208 S Moore Avenue, Apt D
Monterey Park, CA 91754

Jason D Williams
4155 E La Palma Avenue
Anaheim, CA 92807

Home Energy Solutions, Inc.
Attn: Rick R Emmett, Financial Manager
300 S Harbor Boulevard, Suite 1000
Anaheim, CA 92805

The Coelho Irrevocable Life Insurance Trust
Attn: Rick R Emmett
300 S Harbor Boulevard, Suite 1000
Anaheim, CA 92805

JNR Services, Inc.
Attn: Rick R Emmett
10 Pointe Drive, Suite 150
Brea, CA 92821

CAT Exteriors, Inc.
Attn: Rick R Emmett
10 Pointe Drive, Suite 150
Brea, CA 92821

AZLS Enterprises Inc.
Attn: Hee S Noh
9 Traditional Place
Irvine, CA 92602

A Solution Debt Relief, Inc.
Attn: Cloud Peak Law, LLC, Registered Agent
1095 Sugar View Drive, Suite 500
Sheridan, WY 82801

Investlinc Wealth Services, Inc.
Attn: West A Cohan
10 Pointe Drive, Suite 150
Brea, CA 92821

Exhibit 5

Printed on Aug 18 2025 5:33 pm

8:25-ap-01208 - Marshack v. Oxford Knox, LLC et al

Docket Header Last Updated: 8/18/2025 5:33 pm

U.S. Bankruptcy Court
Central District of California (Santa Ana)
Adversary Proceeding #: 8:25-ap-01208-SC

Assigned to: Scott C Clarkson

Date Filed: 03/19/25

Lead BK Case: 23-10571

Lead BK Title: The Litigation Practice Group P.C.

Lead BK Chapter: 11

Show Associated Cases

Demand: \$3000000

Nature[s] of Suit: 13 Recovery of money/property - 548 fraudulent transfer
14 Recovery of money/property - other
02 Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)

Plaintiff

Richard A. Marshack

870 Roosevelt
Irvine, CA 92620

represented by **Yosina M Lissebeck**

Dinsmore & Shohl, LLP
655 W. Broadway
Suite 800
San Diego, CA 92101
619-400-0473
Fax : 619-400-0501
Email: Yosina.Lissebeck@Dinsmore.com

Tyler Powell

Dinsmore & Shohl LLP
100 W Main St Ste 900
Suite 900
Lexington, KY 40507
859-425-1046
Fax : 859-425-1099
Email: tyler.powell@dinsmore.com

V.

Defendant

Oxford Knox, LLC, a Delaware limited liability company

c/o Richard R. Emmett, Registered Agent

represented by **Oxford Knox, LLC**

PRO SE

251 Little Falls Dr
Wilmington, DE 19808

Defendant

Buffalo 21 Partners, Inc., a Wyoming corporation

c/o Richard R. Emmett
1309 Coffeen Ave Ste 1200
Sheridan, WY 82801

represented by **Buffalo 21 Partners, Inc.**
PRO SE

Defendant

Ryan Taylor Connet

4155 E. La Palma Ave
Anaheim, CA 92807

represented by **Ryan Taylor Connet**
PRO SE

Defendant

Obrik, Inc., a Wyoming corporation

c/o Cloud Peak Law, Registered Agent
1095 Sugarview Dr Ste 500
Sheridan, WY 82801

represented by **Obrik, Inc.**
PRO SE

Defendant

Albright, Inc., a Florida corporation

c/o William J. Albright, Registered Agen
701 Esta Dr #263
Punta Gorda, FL 33951

represented by **Albright, Inc.**
PRO SE

Defendant

Jason Dovalina

128 W. Santa Fe Ave Ste C
Placentia, CA 92870-5632

represented by **Jason Dovalina**
PRO SE

Defendant

Rachel Dovalina

736 Oceanview Dr

represented by **Rachel Dovalina**
PRO SE

Fullerton, CA 92832

Defendant

Factor In, Inc., a California corporation

c/o Sye Gilani
7651 Greenock Way
Riverside, CA 92508

represented by **Factor In, Inc.**

PRO SE

Defendant

Syed Faisal Gilani

7651 Greenock Way
Riverside, CA 92508

aka Sye Gilani

represented by **Syed Faisal Gilani**

PRO SE

Defendant

Bae Enterprises, Inc., a Wyoming corporation

Cloud Peak Law, LLC, Registered Agent
1095 Sugarview Dr Ste 500
Sheridan, WY 82801

represented by **Bae Enterprises, Inc.**

PRO SE

Defendant

Rose Bianca Loli

33741 Alcazar Dr
Dana Point, CA 92629

represented by **Leslie A Cohen**

Leslie Cohen Law PC
1615-A Montana Ave
Santa Monica, CA 90403
310-394-5900
Fax : 310-394-9280
Email: leslie@lesliecohenlaw.com

Defendant

Decacorn Holdings, LLC, a California limited liability company

c/o Dana Fang, Registered Agent
2520 Venture Oaks Way Ste 120
Sacramento, CA 95833

represented by **Decacorn Holdings, LLC**

PRO SE

Defendant

Samson Ly
208 S. Moore Ave Apt D
Monterey Park, CA 91754

Samson Ly
represented by PRO SE

Defendant

BEW Solar Management, LLC, a California limited liability company
c/o Sean M. Stephens, Manager
2560 N. Synergy Ave
Eagle, ID 83616

represented by **BEW Solar Management, LLC**
PRO SE

Defendant

Sean M Stephens
2560 N. Synergy Ave
Eagle, ID 83616

represented by **Sean M Stephens**
PRO SE

Defendant

Lexicon Consulting, Inc., a California corporation
c/o Jamie Latshaw
266 S Magnolia Ave Ste 202
El Cajon, CA 92020

represented by **Lexicon Consulting, Inc.**
PRO SE

Defendant

Daniel Lansdale
515 W Commonwealth Ave Ste 211
Fullerton, CA 92832

represented by **Daniel Lansdale**
PRO SE

Defendant

United Partnerships, Inc., a California corporation
7300 Lennox Ave Rm J-14
Van Nuys, CA 91405

represented by **United Partnerships, Inc.**
PRO SE

Defendant

Ventura Consulting, LLC, a Nevada limited liability company
c/o Matthew Church, Registered Agent
708 Grandview Ave
Fullerton, CA 92832

Defendant

Matthew Church
708 Grandview Ave
Fullerton, CA 92832

Ventura Consulting, LLC
represented by PRO SE

represented by **Matthew Church**
PRO SE

Defendant

Frank Brown
10620 Southern Highlands Pkwy Ste 110-18
Las Vegas, NV 89141

represented by **Frank Brown**
PRO SE

Defendant

Validation Partners, LLC, a Florida limited liability company
c/o M&M RA Solutions, Registered Agent
3001 SW 3rd Ave
Miami, FL 33129

represented by **Validation Partners, LLC**
PRO SE

Defendant

MRJR20 Partners, LLC, a California limited liability company
c/o Rick R. Emmett, Registered Agent
10 Pointe Dr Ste 150
Brea, CA 92821

represented by **MRJR20 Partners, LLC**
PRO SE

Defendant

MFCR Investments, LLC, a Florida limited liability company
c/o Scott F. Penton Registered Agent
1525 Clapton Dr
Deland, FL 32720

represented by **MFCR Investments, LLC**
PRO SE

Defendant

Lifesize, Inc., a Wyoming corporation
c/o Cloud Peak Law LLC, Registered Agent
1095 Sugarview Dr Ste 500
Sheridan, WY 82801

represented by **Lifesize, Inc.**
PRO SE

Defendant

Karrington, Inc., a Wyoming corporation
c/o Company Sage Agents LLC
1095 Sugarview Dr Ste 500
Sheridan, WY 82801

represented by **Karrington, Inc.**
PRO SE

Defendant

Spectrum Payment Solutions, LLC, a California limited liability company
c/o Samson Ly, Registered Agent
208 S. Moore Ave Apt D
Monterey Park, CA 91754

represented by **Spectrum Payment Solutions, LLC**
PRO SE

Defendant

Jason D Williams
4155 E. La Palma Ave
Anaheim, CA 92807

represented by **Jason D Williams**
PRO SE

Defendant

Home Energy Solutions, Inc., a California corporation
c/o Rick R. Emmett, Manager
300 S Harbor Blvd Ste 1000
Anaheim, CA 92805

represented by **Home Energy Solutions, Inc.**
PRO SE

Defendant

The Coelho Irrevocable Life Insurance Trust, a California Trust
Rick R. Emmett, Trustee
300 S Harbor Blvd Ste 1000

represented by **The Coelho Irrevocable Life Insurance Trust**
PRO SE

Anaheim, CA 92805

Defendant

JNR Services, Inc., a California corporation

c/o Rick R. Emmett
10 Pointe Dr Ste 150
Brea, CA 92821

represented by **JNR Services, Inc.**

PRO SE

Defendant

C.A.T. Exteriors, Inc., an Arizona corporation

c/o Rick R. Emmett, Registered Agent
10 Pointe Dr Ste 150
Brea, CA 92821

represented by **C.A.T. Exteriors, Inc.**

PRO SE

Defendant

AZLS Enterprises Inc., a California corporation

c/o Hee S. Noh, Registered Agent
9 Traditional Pl
Irvine, CA 92602

represented by **AZLS Enterprises Inc.**

PRO SE

Defendant

A Solution Debt Relief, Inc., a Wyoming corporation

c/o Cloud Peak Law LLC, Registered Agent
1095 Sugarview Dr Ste 500
Sheridan, WY 82801

represented by **A Solution Debt Relief, Inc.**

PRO SE

Defendant

Validation LLC, a California limited liability company

c/o Agent for Service of Process
Matthew Church
17542 17th Street Ste 105
Tustin, CA 92780

represented by **Validation LLC**

PRO SE

Defendant

Rick Emmett

10 Point Dr Ste 150

represented by **Rick Emmett**

PRO SE

Brea, CA 92821

Defendant

Innovative Solutions, LLC, a Wyoming corporation
c/o Cloud Peak Law LLC, Registert Agen
1095 Sugarview Dr Ste 500
Sheridan, WY 82801

represented by **Innovative Solutions, LLC**
PRO SE

Defendant

INVESTLINC Wealth Services, Inc., a California corporation
c/o West A. Cohen, Registered Agent
10 Pointe Dr Ste 150
Brea, CA 92821

represented by **INVESTLINC Wealth Services, Inc.**
PRO SE

Defendant

Final Season, Inc., a California corporation
5716 Corsa Ave S. 110
Lake Village, CA 91362

represented by **Final Season, Inc.**
PRO SE

Trustee

Richard A Marshack (TR)
Marshack Hays Wood LLP
870 Roosevelt
Irvine, CA 92620
949-333-7777

U.S. Trustee

United States Trustee (SA)
411 W Fourth St., Suite 7160
Santa Ana, CA 92701-4593
(714) 338-3400

Date Filed	#	Docket Text
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08/15/2025	32	Errata to Notice of Voluntary Dismissal of Certain Defendants; Proof of Service Filed by Plaintiff Richard A. Marshack (RE: related document(s)29 Notice). (Powell, Tyler) (Entered: 08/15/2025)
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Date Filed	#	Docket Text
08/14/2025	31	Notice to Filer of Error and/or Deficient Document Incorrect hearing date/time/location was selected. THE FILER IS INSTRUCTED TO FILE A NOTICE OF ERRATA WITH THE CORRECT HEARING INFORMATION, WHICH IS: SEPTEMBER 18, 2025 AT 11:00 A.M. IN COURTROOM 5C, LOCATED AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701. (RE: related document(s)29 Notice filed by Plaintiff Richard A. Marshack) (NB8) (Entered: 08/14/2025)
08/13/2025	30	Amended Complaint - <i>Second Amended Complaint; Proof of Service</i> by Tyler Powell on behalf of Richard A. Marshack against Richard A. Marshack. (RE: related document(s)1 Adversary case 8:25-ap-01208. Complaint by Richard A. Marshack against Oxford Knox, LLC, Buffalo 21 Partners, Inc., Richard Ronald Emmett, Ryan Taylor Connet, Obrik, Inc., Albright, Inc., Jason Dovalina, Rachel Dovalina, The Final Season, Inc., Factor In, Inc., Syed Faisal Gilani, Bae Enterprises, Inc., Rose Bianca Loli, Decacorn Holdings, LLC, Samson Ly, BEW Solar Management, LLC, Sean M Stephens, Lexicon Consulting, Inc., Daniel Lansdale, United Partnerships, Inc., Ventura Consulting, LLC, Matthew Church, Frank Brown, Validation Partners, LLC, Innovative Solutions, Inc., MRJR20 Partners, LLC, MFCR Investments, LLC, Lifesize, Inc., Karrington, Inc., Spectrum Payment Solutions, LLC, Jason D Williams, Home Energy Solutions, Inc., The Coelho Irrevocable Life Insurance Trust, JNR Services, Inc., C.A.T. Exteriors, Inc., AZLS Enterprises Inc., A Solution Debt Relief, Inc., Investlinc Wealth Services, Inc.. Fee Amount \$350 for (1) Avoidance, recovery, and preservation of preferential transfers made to or for certain defendants made within ninety days of the petition date; (2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain defendants; (3) Avoidance of Debtors execution of repayment agreement with defendant Oxford Knox, LLC pursuant to 11 U.S.C. §§548(a), 550, and 551; (4) Avoidance, recovery, and preservation of fraudulent transfers(s) pursuant to 11 U.S.C. §§548(a)(1), 550, and 551; (5) Avoidance, recovery, and preservation of fraudulent transfer(s) to 11 U.S.C. §§548(a)(2), 550, and 551; (6) Avoidance, preservation, and recovery of voidable transfers made with intent to defraud [11U.S.C. §§544, 550, 551; Cal. Civ Code §§3439.04(a)(1) and 3439.07] (7)Avoidance, preservation, and recovery of voidable transfers made with no intent to defraud [11 U.S.C. §§544, 550, 551; Cal. Civ. Code §§3439.04(a)(2), 3439.05, and 3439.07]; (8) Avoidance, recovery, and preservation of fraudulent transfers made to or for the benefit of Defendants Gilani and Dovalina arising from use of American Express Card; and (9) Objection to Proof of Claim No. 818 of Oxford Knox, LLC; Adversary Cover Sheet Nature of Suit: (13 (Recovery of money/property - 548 fraudulent transfer)),(14 (Recovery of money/property - other)),(02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy))) filed by Plaintiff Richard A. Marshack). (Powell, Tyler) (Entered: 08/13/2025)
08/13/2025	29	Notice of Voluntary Dismissal of Certain Defendants without Prejudice pursuant to FRCP 41 made Applicable herein by FRBP 7041; Proof of Service Filed by Plaintiff Richard A. Marshack. (Powell, Tyler) - See docket entry no.: 31 for corrections Modified on 8/14/2025 (NB8). (Entered: 08/13/2025)
08/10/2025	26	BNC Certificate of Notice - PDF Document. (RE: related document(s)25 Order (Generic) (BNC-PDF)) No. of Notices: 39. Notice Date 08/10/2025. (Admin.) (Entered: 08/10/2025)
08/08/2025	25	Order On Stipulation Between Plaintiff Richard A. Marshack, Trustee Of The LPG Liquidation Trust And Certain Defendants: (I) allowing Amendment To Complaint; (II) Dismissing Certain Defendants Without Prejudice; (III) Extending Remaining Defendants' Time To Answer And Other Deadlines; And (IV) Rescheduling Status Conference From August 21 2025 To September 16, 2025 . IT IS ORDERED: 1. The Stipulation is APPROVED for the reasons stated therein. 2. Following entry of this Order, Plaintiff is authorized to file a Notice of Dismissal Without Prejudice of of Rick Emmett, Ryan Taylor Connet, Obrik, Inc., Albright, Inc., Final Season, Inc., Factor In, Inc., Sean Stephens, Decacorn Holdings, Inc., Daniel Lansdale, Innovative Solutions, LLC, MFCR Investments, LLC, MRJR20 Partners, LLC, Lifesize, Inc., Karrington, Inc., Jason D. Williams, The Coelho Irrevocable Life Insurance Trust, and A Solution Debt Relief, Inc. 3. Plaintiff is directed to file his Second Amended Complaint within three (3) business days of the entry of this order. When Plaintiff files his Second Amended Complaint, he is authorized to change the caption to reflect the previous dismissal of defendants so those parties will no longer be identified as a defendant herein. 4. The GG Parties identified as Defendants in the Second Amended Complaint have agreed and shall both accept service of process of the Second Amended Complaint through their counsel and file an answer or other responsive pleading to the Second Amended Complaint on or before August 18, 2025 . 5. The STATUS CONFERENCE currently set for 1:30 p.m. on August 21, 2025 is RESCHEDULED TO STATUS CONFERENCE AT 11:00 A.M. on SEPTEMBER 18, 2025 . A status report will be filed in accordance with the local rules and the Parties will hold a timely Rule 26(f) meeting. 6. The reservation of rights in the Stipulation is acknowledged. 7. The Court retains jurisdiction to interpret and implement the terms of the Stipulation and this Order. (BNC-PDF) Signed on 8/8/2025 (RE: related document(s)24 Stipulation filed by Plaintiff Richard A. Marshack). (NB8) (Entered: 08/08/2025)
08/07/2025	24	Stipulation By Richard A. Marshack and and Defendants <i>I) allowing Amendment to Complaint; II) dismissing certain Defendants without Prejudice; III) extending remaining Defendants' time to Asnwier and other Deadlines; and IV) Rescheduling Status Conference from August 21 2025 to September 16, 2025; Proof of Service</i> Filed by Plaintiff Richard A. Marshack (Powell, Tyler) (Entered: 08/07/2025)
07/17/2025	28	Hearing Continued Status Conference (RE: related document(s)1 Trustee's Amended Complaint For: (1) Avoidance, Recovery, And Preservation Of Preferential Transfers Made To Or For Certain Defendants Made Within Ninety Days Of The Petition Date; (2) Avoidance, Recovery, And Preservation Of Post-Petition Transfers Made To Or For The Benefit Of Certain Defendants;(3) Avoidance Of Debtor's Execution Of Repayment Agreement With Defendant Oxford Know, LLC Pursuant To 11 U.S.C. Sections 548(a), 550, And 551;(4) Avoidance, Recovery, And Preservation Of Fraudulent Transfer(s) Pursuant To 11 U.S.C. Sections 548(a)(1), 550, And 551; (5) Avoidance, Recovery, And Preservation Of Fraudulent Transfer(s) Pursuant To 11 U.S.C. Sections 548(a)(2), 550, And 551;(6) Avoidance, Preservation, And Recovery Of Voidable Transfers Made WithIntent To Defraud [11 U.S.C. Sections 544, 550, 551; Cal. Civil Code Sections3439.04(a)(1) And 3439.07];(7) Avoidance, Preservation, And Recovery Of Voidable Transfers Made With No Intent To Defraud [11 U.S.C. Sections 544, 550, 551; Cal. Civil Code Sections 3439.04(a)(2) And 3439.07]; (8) Avoidance, Recovery, And Preservation Of Fraudulent Transfers Made To Or For The Benefit Of Defendants Gilani And Dovalina Arising From Use Of American Express Card; And(9) Objection To Proof Of Claim No. 818 Of Oxford Knox, LLC filed by Plaintiff Richard A. Marshack) - STATUS CONFERENCE HEARING CONTINUED TO AUGUST 21, 2025 AT 1:30 P.M. IN COURTROOM 5C, LOCATED AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701; STATUS REPORT DUE 14 DAYS IN ADVANCE The case judge is Scott C Clarkson (GD) (Entered: 08/12/2025)
07/17/2025	27	Hearing Held RE: Defendant Rosa Bianca Loli Motion To Dismiss Adversary Proceeding And Amended Complaint (RE: related document(s)9 Motion to Dismiss Adversary Proceeding filed by Defendant Rose Bianca Loli) - OFF CALENDAR PER ORDER ON STIPULATION BETWEEN PLAINTIFF RICHARD A. MARSHACK, TRUSTEE OF THE LPG LIQUIDATION TRUST, AND DEFENDANT ROSA BIANCA LOLI DISMISSING LOLI ONLY FROM THECOMPLAINT AND VACATING HEARING DATE FOR HER PENDING MOTION TO DISMISS ENTERED 6-11-2025 - (DOCKET NO. 20) (GD) (Entered: 08/12/2025)
07/03/2025	23	Status report <i>Notice of Filing of Omnibus Status Report on Certain Adversary Cases</i> Filed by Plaintiff Richard A. Marshack (RE: related document(s)1 Complaint). (Lissebeck, Yosina) (Entered: 07/03/2025)
06/13/2025	22	BNC Certificate of Notice - PDF Document. (RE: related document(s)20 Order on Generic Motion (BNC-PDF)) No. of Notices: 39. Notice Date 06/13/2025. (Admin.) (Entered: 06/13/2025)
06/11/2025	20	Order On Stipulation Between Plaintiff Richard A. Marshack, Trustee Of The LPG Liquidation Trust, And Defendant Rosa Bianca Loli Dismissing Loli Only From The Complaint And Vacating Hearing Date For Her Pending Motion To Dismiss. IT IS ORDERED: 1. The Stipulation is APPROVED For The Reasons Stated Therein. 2. MS. LOLI Will Be DISMISSED As A Party From This Adversary Proceeding. This DISMISSAL IS WITH PREJUDICE As To Any Claims The Plaintiff Has Or May Have Against Ms. Loli Related To Oxford Knox, LLC. Ms. Loli's Dismissal From This Adversary Will Have No Impact Or Effect On Her Status As A Defendant In The Other Adversaries As That Term Is Defined In The Stipulation. 3. Ms. Loli's Motion To Dismiss Is Moot Upon Entry Of This Order And The Hearing On The MOTION TO DISMISS Presently Scheduled For July 17, 2025, At 1:30

Date Filed	#	Docket Text
		P.M. is VACATED. 4. The Reservation Of Rights In The Stipulation Is Acknowledged. 5. The Court Retains Jurisdiction To Interpret And Implement The Terms Of The Stipulation And This Order. (BNC-PDF) (Related Doc # 19) Signed on 6/11/2025 (NB8) (Entered: 06/11/2025)
06/10/2025	19	Stipulation By Richard A. Marshack and <i>Stipulation between Plaintiff Richard A. Marshack, Trustee of The LPG Liquidation Trust, and Defendant Rosa Bianca Loli Dismissing Loli Only from the Complaint and Vacating Hearing Date for her Pending Motion to Dismiss</i> Filed by Plaintiff Richard A. Marshack (Powell, Tyler) (Entered: 06/10/2025)
06/05/2025	21	Hearing Continued On Status Conference (RE: related document(s)4 Amended Complaint For:(1) Avoidance, Recovery, And Preservation Of Preferential Transfers Made To Or for Certain Defendants Made Within Ninety Days Of The Petition Date; (2) Avoidance, Recovery, And Preservation Of Post-Petition Transfers Made To Or For The Benefit Of Certain Defendants; (3) Avoidance Of Debtor's Execution Of Repayment Agreement With Defendant Oxford Knox, LLC Pursuant To 11 U.S.C. Sections 548(a), 550, And 551; (4) Avoidance, Recovery, And Preservation Of Fraudulent Transfer(s) Pursuant To 11 U.S.C. Sections 548(a)(1), 550, And 551; (5) Avoidance, Recovery, And Preservation Of Fraudulent Transfer(s) Pursuant To 11 U.S.C. Sections 548(a)(2), 550, And 551;(6) Avoidance, Preservation, And Recovery Of Voidable Transfers Made WithIntent To Defraud [11 U.S.C. Sections 544, 550, 551; Cal. Civil Code Sections3439.04(a)(1) And 3439.07]; (7) Avoidance, Preservation, And Recovery Of Voidable Transfers Made With No Intent To Defraud [11 U.S.C. Sections 544, 550, 551; Cal. Civil Code Sections 3439.04(a)(2) And 3439.07]; (8) Avoidance, Recovery, And Preservation Of Fraudulent Transfers Made To Or For The Benefit Of Defendants Gilani And Dovalina Arising From Use Of American Express Card; And(9) Objection To Proof Of Claim No. 818 Of Oxford Knox, LLC filed by Plaintiff Richard A. Marshack) - STATUS CONFERENCE HEARING CONTINUED TO JULY 17, 2025 AT 1:30 P.M. IN COURTROOM 5C, LOCATED AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701 PER ORDER ON JOINT STIPULATION - PLAINTIFF RICHARD A. MARSHACK TRUSTEE OF THE LPG LIQUIDATION TRUST AND ALL DEFENDANTS EXCLUDING BAE ENTERPRISES, INC. AND ROSE BIANCA LOLI EXTENDING PRE-TRIAL DEADLINES AND RESCHEDULE PRE-TRIAL CONFERENCE ENTERED 5-19-2025 - (DOCKET NO.12) The case judge is Scott C Clarkson (GD) (Entered: 06/13/2025)
05/22/2025	18	BNC Certificate of Notice (RE: related document(s)15 Notice that Clerk Has Entered Default (BNC)) No. of Notices: 39. Notice Date 05/22/2025. (Admin.) (Entered: 05/22/2025)
05/22/2025	17	BNC Certificate of Notice (RE: related document(s)14 Notice that Clerk Has Entered Default (BNC)) No. of Notices: 39. Notice Date 05/22/2025. (Admin.) (Entered: 05/22/2025)
05/21/2025	16	BNC Certificate of Notice - PDF Document. (RE: related document(s)12 ORDER to continue/reschedule hearing (BNC-PDF)) No. of Notices: 39. Notice Date 05/21/2025. (Admin.) (Entered: 05/21/2025)
05/20/2025	15	Notice That Clerk Has Entered Default Against Defendant(s) BAE Enterprises, Inc., a Wyoming corporation (RE: related document(s)13 Request for Entry of Default (Local BK Rule 7055-1) filed by Plaintiff Richard A. Marshack) (GD) (Entered: 05/20/2025)
05/20/2025	14	Notice That Clerk Has Entered Default Against Defendant(s) BAE Enterprises, Inc., a Wyoming corporation (RE: related document(s)13 Request for Entry of Default (Local BK Rule 7055-1) filed by Plaintiff Richard A. Marshack) (NB8) (Entered: 05/20/2025)
05/20/2025	13	Request for Entry of Default Under Local Bankruptcy Rule 7055-1, as to BAE Enterprises, Inc., a Wyoming corporation Filed by Plaintiff Richard A. Marshack. (Powell, Tyler) (Entered: 05/20/2025)
05/19/2025	12	Order On Joint Stipulation Between Plaintiff Richard A. Marshack, Trustee Of The LPG Liquidation Trust And Defendants Excluding Bae Enterprises, Inc. And Rose Bianca Loli Extending Pre-Trial Deadlines And Reschedule Pre-Trial Conference. IT IS ORDERED: 1. The Stipulation Is APPROVED For The Reasons Stated Herein. 2. The Oxford Knox Defendants, As Defined Herein, Are Deemed To Have Waived Service Of Process Of The Complaint. The Oxford Knox Defendants Shall Have Until June 6, 2025 To Answer Or Otherwise Respond To The Complaint. 3. The STATUS CONFERENCE Currently Set For May 28, 2025 Is CONTINUED TO JULY 17, 2025 AT 1:30 P.M. ("Continued Status Conference") For All Defendants. A Status Report Shall Be Filed Fourteen Days Before The Continued Status Conference, And The Parties Shall Hold Their Rule 26(f) Meeting On Or Before June 26, 2025 With An Exchange Of Initial Disclosures To Occur On Or Before June 30, 2025 . A Status Report Shall Be Filed Fourteen Days Before The Continued Status Conference, And The Parties Shall Hold Their Rule 26(f) Meeting On Or Before June 26, 2025 With An Exchange Of Initial Disclosures To Occur On Or Before June 30, 2025 . 4. The Reservation Of Rights In The Stipulation Is Acknowledged. 5. The Court Retains Jurisdiction To Interpret And Implement The Terms Of the Stipulation And This Order. (BNC-PDF) (Related Doc # 11) Signed on 5/19/2025 (NB8) (Entered: 05/19/2025)
05/16/2025	11	Stipulation By Richard A. Marshack and <i>All Defendants excluding BAE Enterprises Inc. and Rose Bianca Loli for Extension of Deadlines and to Continue/Reschedule Pre-Trial Conference; Proof of Service</i> Filed by Plaintiff Richard A. Marshack (Powell, Tyler) (Entered: 05/16/2025)
05/07/2025	10	Hearing Set (RE: related document(s)9 Motion To Dismiss Adversary Proceeding And Amended Complaint filed by Defendant Rose Bianca Loli) The Hearing date is set for 7/17/2025 at 01:30 PM at Crtrm 5C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Scott C Clarkson (NB8) (Entered: 05/08/2025)
05/07/2025	9	Motion to Dismiss Adversary Proceeding <i>And Notice Thereof</i> Filed by Defendant Rose Bianca Loli (Cohen, Leslie) (Entered: 05/07/2025)
04/14/2025	8	Summons Service Executed on A Solution Debt Relief, Inc. 4/14/2025 ; AZLS Enterprises Inc. 4/14/2025 ; BEW Solar Management, LLC 4/14/2025 ; Bae Enterprises, Inc. 4/14/2025 ; Frank Brown 4/14/2025 ; Buffalo 21 Partners, Inc. 4/14/2025 ; C.A.T. Exteriors, Inc. 4/14/2025 ; Matthew Church 4/14/2025 ; Ryan Taylor Connet 4/14/2025 ; Jason Dovalina 4/14/2025 ; Rachel Dovalina 4/14/2025 ; Rick Emmett 4/14/2025 ; Factor In, Inc. 4/14/2025 ; Syed Faisal Gilani 4/14/2025 ; Home Energy Solutions, Inc. 4/14/2025 ; INVESTLINC Wealth Services, Inc. 4/14/2025 ; Innovative Solutions, LLC 4/14/2025 ; JNR Services, Inc. 4/14/2025 ; Karrington, Inc. 4/14/2025 ; Daniel Lansdale 4/14/2025 ; Lifesize, Inc. 4/14/2025 ; Rose Bianca Loli 4/14/2025 ; Samson Ly 4/14/2025 ; MRJR20 Partners, LLC 4/14/2025 ; Öbrik, Inc. 4/14/2025 ; Oxford Knox, LLC 4/14/2025 ; Spectrum Payment Solutions, LLC 4/14/2025 ; Sean M Stephens 4/14/2025 ; The Coelho Irrevocable Life Insurance Trust 4/14/2025 ; United Partnerships, Inc. 4/14/2025 ; Validation LLC 4/14/2025 ; Ventura Consulting, LLC 4/14/2025 ; Jason D Williams 4/14/2025 (Powell, Tyler) (Entered: 04/14/2025)
04/09/2025	7	BNC Certificate of Notice - PDF Document. (RE: related document(s)5 Order (Generic) (BNC-PDF)) No. of Notices: 39. Notice Date 04/09/2025. (Admin.) (Entered: 04/09/2025)
04/07/2025	6	Summons Issued on A Solution Debt Relief, Inc. Date Issued 4/7/2025 , Answer Due 5/7/2025 ; AZLS Enterprises Inc. Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Albright, Inc. Date Issued 4/7/2025 , Answer Due 5/7/2025 ; BEW Solar Management, LLC Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Bae Enterprises, Inc. Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Frank Brown Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Buffalo 21 Partners, Inc. Date Issued 4/7/2025 , Answer Due 5/7/2025 ; C.A.T. Exteriors, Inc. Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Matthew Church Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Ryan Taylor Connet Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Decacorn Holdings, LLC Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Jason Dovalina Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Rachel Dovalina Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Rick Emmett Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Factor In, Inc. Date Issued 4/7/2025 , Answer Due 5/7/2025 ; Final Season, Inc. Date Issued

Date Filed	#	Docket Text
		<u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Syed Faisal Gilani Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Home Energy Solutions, Inc. Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; INVESTLINC Wealth Services, Inc. Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Innovative Solutions, LLC Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; JNR Services, Inc. Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Karrington, Inc. Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Daniel Lansdale Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Lexicon Consulting, Inc. Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Lifesize, Inc. Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Rose Bianca Lol Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Samson Ly Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; MFCR Investments, LLC Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; MRJR20 Partners, LLC Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Obrik, Inc. Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Oxford Knox, LLC Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Spectrum Payment Solutions, LLC Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Sean M Stephens Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; The Coelho Irrevocable Life Insurance Trust Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; United Partnerships, Inc. Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Validation LLC Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Ventura Consulting, LLC Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> ; Jason D Williams Date Issued <u>4/7/2025</u> , Answer Due <u>5/7/2025</u> (RE: related document(s)4 Amended Complaint filed by Plaintiff Richard A. Marshack) Status Conference hearing to be held on <u>6/5/2025 at 01:30 PM</u> at Crtrm 5C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Scott C Clarkson (NBB) (Entered: 04/07/2025)
04/07/2025	5	Order RE: Early Meeting Of Counsel, Status Conference Instructions, And General Procedures. IT IS ORDERED: The Court Finds It Appropriate To Issue The Following Order In Lieu Of Its Early Meeting Of Counsel And Status Conference Instructions. The Specific Date For A Particular Status Conference Will Be Identified In The Applicable Summons, To Be Served With The Complaint. (All Status Conferences Will Be Conducted IN PERSON In Courtroom 5C, Located At 411 West Fourth Street, Santa Ana, CA 92701. Any Out-Of-District Attorney Admitted Pro Hac Vice Must Also Have Local Counsel Present. No Virtual Or Telephonic Appearances Will Be Permitted.) (SEE ORDER FOR FURTHER RULING.) (BNC-PDF) (Related Doc # 4) Signed on 4/7/2025 (NBB) (Entered: 04/07/2025)
03/19/2025	4	Amended Complaint by Tyler Powell on behalf of Richard A. Marshack against Validation LLC. (RE: related document(s)1 Adversary case 8:25-ap-01208. Complaint by Richard A. Marshack against Oxford Knox, LLC, Buffalo 21 Partners, Inc., Richard Ronald Emmett, Ryan Taylor Connet, Obrik, Inc., Albright, Inc., Jason Dovalina, Rachel Dovalina, The Final Season, Inc., Factor In, Inc., Syed Faisal Gilani, Bae Enterprises, Inc., Rose Bianca Lol, Decacorn Holdings, LLC, Samson Ly, BEW Solar Management, LLC, Sean M Stephens, Lexicon Consulting, Inc., Daniel Lansdale, United Partnerships, Inc., Ventura Consulting, LLC, Matthew Church, Frank Brown, Validation Partners, LLC, Innovative Solutions, Inc., MRJR20 Partners, LLC, MFCR Investments, LLC, Lifesize, Inc., Karrington, Inc., Spectrum Payment Solutions, LLC, Jason D Williams, Home Energy Solutions, Inc., The Coelho Irrevocable Life Insurance Trust, JNR Services, Inc., C.A.T. Exteriors, Inc., AZLS Enterprises Inc., A Solution Debt Relief, Inc., Investlinc Wealth Services, Inc.. Fee Amount \$350 for (1) Avoidance, recovery, and preservation of preferential transfers made to or for certain defendants made within ninety days of the petition date; (2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain defendants; (3) Avoidance of Debtors execution of repayment agreement with defendant Oxford Knox, LLC pursuant to 11 U.S.C. §§548(a), 550, and 551; (4) Avoidance, recovery, and preservation of fraudulent transfers(s) pursuant to 11 U.S.C. §§548(a)(1), 550, and 551; (5) Avoidance, recovery, and preservation of fraudulent transfer(s) to 11 U.S.C. §§548(a)(2), 550, and 551; (6) Avoidance, preservation, and recovery of voidable transfers made with intent to defraud [11U.S.C. §§544, 550, 551; Cal. Civ Code §§3439.04(a)(1) and 3439.07] (7)Avoidance, preservation, and recovery of voidable transfers made with no intent to defraud [11 U.S.C. §§544, 550, 551; Cal. Civ. Code §§3439.04(a)(2), 3439.05, and 3439.07]; (8) Avoidance, recovery, and preservation of fraudulent transfers made to or for the benefit of Defendants Gilani and Dovalina arising from use of American Express Card; and (9) Objection to Proof of Claim No. 818 of Oxford Knox, LLC; Adversary Cover Sheet Nature of Suit: (13 (Recovery of money/property - 548 fraudulent transfer)), (14 (Recovery of money/property - other)), (02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy))) filed by Plaintiff Richard A. Marshack). (Powell, Tyler) (Entered: 03/19/2025)
03/19/2025	3	Notice of Dismissal as to Defendant Validation, Partners LLC, a Florida Limited Liability Company Filed by Plaintiff Richard A. Marshack. (Powell, Tyler) (Entered: 03/19/2025)
03/19/2025	2	Notice of Required Compliance with Rule 7026 Filed by Plaintiff Richard A. Marshack (RE: related document(s)1 Adversary case 8:25-ap-01208. Complaint by Richard A. Marshack against Oxford Knox, LLC, Buffalo 21 Partners, Inc., Richard Ronald Emmett, Ryan Taylor Connet, Obrik, Inc., Albright, Inc., Jason Dovalina, Rachel Dovalina, The Final Season, Inc., Factor In, Inc., Syed Faisal Gilani, Bae Enterprises, Inc., Rose Bianca Lol, Decacorn Holdings, LLC, Samson Ly, BEW Solar Management, LLC, Sean M Stephens, Lexicon Consulting, Inc., Daniel Lansdale, United Partnerships, Inc., Ventura Consulting, LLC, Matthew Church, Frank Brown, Validation Partners, LLC, Innovative Solutions, Inc., MRJR20 Partners, LLC, MFCR Investments, LLC, Lifesize, Inc., Karrington, Inc., Spectrum Payment Solutions, LLC, Jason D Williams, Home Energy Solutions, Inc., The Coelho Irrevocable Life Insurance Trust, JNR Services, Inc., C.A.T. Exteriors, Inc., AZLS Enterprises Inc., A Solution Debt Relief, Inc., Investlinc Wealth Services, Inc.. Fee Amount \$350 for (1) Avoidance, recovery, and preservation of preferential transfers made to or for certain defendants made within ninety days of the petition date; (2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain defendants; (3) Avoidance of Debtors execution of repayment agreement with defendant Oxford Knox, LLC pursuant to 11 U.S.C. §§548(a), 550, and 551; (4) Avoidance, recovery, and preservation of fraudulent transfers(s) pursuant to 11 U.S.C. §§548(a)(1), 550, and 551; (5) Avoidance, recovery, and preservation of fraudulent transfer(s) to 11 U.S.C. §§548(a)(2), 550, and 551; (6) Avoidance, preservation, and recovery of voidable transfers made with intent to defraud [11U.S.C. §§544, 550, 551; Cal. Civ Code §§3439.04(a)(1) and 3439.07] (7)Avoidance, preservation, and recovery of voidable transfers made with no intent to defraud [11 U.S.C. §§544, 550, 551; Cal. Civ. Code §§3439.04(a)(2), 3439.05, and 3439.07]; (8) Avoidance, recovery, and preservation of fraudulent transfers made to or for the benefit of Defendants Gilani and Dovalina arising from use of American Express Card; and (9) Objection to Proof of Claim No. 818 of Oxford Knox, LLC; Adversary Cover Sheet Nature of Suit: (13 (Recovery of money/property - 548 fraudulent transfer)), (14 (Recovery of money/property - other)), (02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy))) filed by Plaintiff Richard A. Marshack). (Powell, Tyler) (Entered: 03/19/2025)
03/19/2025		Receipt of Complaint(8:25-ap-01208-SC) [cmp,cmp] (350.00) Filing Fee. Receipt number A58181697. Fee amount 350.00. (re: Doc# 1) (U.S. Treasury) (Entered: 03/19/2025)
03/19/2025	1	Adversary case 8:25-ap-01208. Complaint by Richard A. Marshack against Oxford Knox, LLC, Buffalo 21 Partners, Inc., Richard Ronald Emmett, Ryan Taylor Connet, Obrik, Inc., Albright, Inc., Jason Dovalina, Rachel Dovalina, The Final Season, Inc., Factor In, Inc., Syed Faisal Gilani, Bae Enterprises, Inc., Rose Bianca Lol, Decacorn Holdings, LLC, Samson Ly, BEW Solar Management, LLC, Sean M Stephens, Lexicon Consulting, Inc., Daniel Lansdale, United Partnerships, Inc., Ventura Consulting, LLC, Matthew Church, Frank Brown, Validation Partners, LLC, Innovative Solutions, Inc., MRJR20 Partners, LLC, MFCR Investments, LLC, Lifesize, Inc., Karrington, Inc., Spectrum Payment Solutions, LLC, Jason D Williams, Home Energy Solutions, Inc., The Coelho Irrevocable Life Insurance Trust, JNR Services, Inc., C.A.T. Exteriors, Inc., AZLS Enterprises Inc., A Solution Debt Relief, Inc., Investlinc Wealth Services, Inc.. Fee Amount \$350 for (1) Avoidance, recovery, and preservation of preferential transfers made to or for certain defendants made within ninety days of the petition date; (2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain defendants; (3) Avoidance of Debtors execution of repayment agreement with defendant Oxford Knox, LLC pursuant to 11 U.S.C. §§548(a), 550, and 551; (4) Avoidance, rrecovery, and preservation of fraudulent transfers(s) pursuant to 11 U.S.C. §§548(a)(1), 550, and 551; (5) Avoidance, recovery, and preservation of fraudulent transfer(s) to 11 U.S.C. §§548(a)(2), 550, and 551; (6) Avoidance, preservation, and recovery of voidable transfers made with intent to defraud [11U.S.C. §§544, 550, 551; Cal. Civ Code §§3439.04(a)(1) and 3439.07] (7)Avoidance, preservation, and recovery of voidable transfers made with no intent to defraud [11 U.S.C. §§544, 550, 551; Cal. Civ. Code §§3439.04(a)(2), 3439.05, and 3439.07]; (8) Avoidance, recovery, and preservation of fraudulent transfers made to or for the benefit of Defendants Gilani and Dovalina arising from use of American Express Card; and (9) Objection to Proof of Claim No. 818 of Oxford Knox, LLC; Adversary Cover Sheet Nature of Suit: (13 (Recovery of money/property - 548 fraudulent transfer)), (14 (Recovery of money/property - other)), (02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy))) (Powell, Tyler) (Entered: 03/19/2025)

Exhibit 6

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Attorneys for Richard A. Marshack,
Trustee of the LPG Liquidation Trust

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:

The Litigation Practice Group P.C.,

Debtor.

Chapter 11

Case No. 8:23-bk-10571-SC
Adv No. 8:25-ap-01208-SC

Richard A. Marshack, Trustee of the LPG
Liquidation Trust,

Plaintiff,

v.

Oxford Knox, LLC, *et. al.*

Defendants.

**STIPULATION OF PLAINTIFF RICHARD
A. MARSHACK, TRUSTEE OF THE LPG
LIQUIDATION TRUST AND CERTAIN
DEFENDANTS: (I) ALLOWING
AMENDMENT OF COMPLAINT; (II)
DISMISSING CERTAIN DEFENDANTS
WITHOUT PREJUDICE; (III) EXTENDING
REMAINING DEFENDANTS' TIME TO
ANSWER AND OTHER DEADLINES; AND
(IV) RESCHEDULING STATUS
CONFERENCE FROM AUGUST 21, 2025
TO SEPTEMBER 16, 2025**

Honorable Scott C. Clarkson

Status Conference:

Date: August 21, 2025

Time: 1:30 P.M.

Place: 411 West Fourth Street #5C, Santa Ana,
CA 92701 (by Zoom.gov)

1 **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY**
2 **JUDGE, TO THE UNITED STATES TRUSTEE AND TO ALL OTHER INTERESTED**
3 **PARTIES AND THEIR ATTORNEYS OF RECORD:**

4 This Stipulation (“Stipulation”) is entered into by and between Plaintiff Richard A. Marshack,
5 the Trustee of the Liquidating Trust (“Trustee” and/or “Plaintiff”) for the bankruptcy estate (“Estate”)
6 of the Debtor “The Litigation Practice Group PC” (“Debtor” or “LPG”) in the above captioned
7 bankruptcy and certain defendants who have not been dismissed or had a default entered against them,
8 represented by their counsel, Golden Goodrich, LLP, pursuant to LBR 7016-1(a)(5), with regard to
9 the following.

10 **RECITALS**

11 A. On or about March 19, 2025, the Trustee filed the above captioned adversary
12 proceeding against multiple Defendants. Pursuant to the issued summons, the Defendants’ answers
13 were due on or before May 7, 2025.

14 B. On April 7, 2025, the Court entered an Order Scheduling a Status Conference on June
15 5, 2025 [Dkt. No. 5]. The Order also established meet and confer and other deadlines for counsel in
16 advance of the Status Conference.

17 C. Golden Goodrich, LLP has stated it represents the parties listed on the attached
18 Exhibit 1 (“GG Parties”). Golden Goodrich, LLP. has agreed to appear on behalf of the GG Parties
19 that are or will be named in the second amended Complaint (“Second Amended Complaint”).¹

20 D. The Parties previously agreed to extend the time of the GG Parties to answer or
21 otherwise respond to the operative complaint until June 6, 2025 and to extend other deadlines in
22 advance of a status conference scheduled for July 17, 2025 (“Order Extending Time”) [Dkt. No. 12].

23 E. Plaintiff has asked the GG Parties to consent to the filing of a Second Amended
24 Complaint after the dismissal of certain defendants without prejudice and to correct typographical and
25 other mistakes in the caption and the Complaint and First Amended Complaint. No additional claims
26 or causes of action are being added. A separate notice of dismissal will be filed. A redlined copy of

27
28 ¹ Golden Goodrich, LLP never appeared or represented Defendants BAE, Inc., who has had a default entered against it [Dkt. No. 14] and Rose Bianca Loli, who has been dismissed as a party [Dkt. No. 20].

1 the Plaintiff's proposed Second Amended Complaint (without exhibits) is attached hereto as **Exhibit**
2 **2**.

3 F. Plaintiff and the GG Parties (Collectively "Parties") agree that the GG Parties' consent
4 to the filing of Plaintiff's Second Amended Complaint is without prejudice to the GG Parties' rights
5 to assert any and all defenses to the Second Amended Complaint and any subsequently filed
6 complaint, including defenses relating to the addition of certain GG Parties as defendants to the
7 Complaint after the deadlines set for in 11 U.S.C. §§ 108(a) and 546(a).

8 G. Based on the proposed amendment of the First Amended Complaint and to provide
9 additional time to gather information and discuss the litigation, the Parties believe it will be beneficial
10 to further extend the deadlines set in the Order Extending Time.

11 H. The Parties agree that the Court will retain the ability to enforce the promises and
12 representations of the parties set forth in this Stipulation as may be needed.

13 WHEREFORE, the Parties agree and stipulate, subject to Court approval, to the following:

14 1. Upon entry of an order approving this stipulation, Plaintiff will file a Notice of
15 Dismissal Without Prejudice of Rick Emmett, Ryan Taylor Connet, Obrick, Inc., Albright, Inc., Final
16 Season, Inc., Factor In, Inc., Sean Stephens, Decacorn Holdings, Inc., Daniel Lansdale, Innovative
17 Solutions, LLC, MFCR Investments, LLC, MRJR20 Partners, LLC, Lifesize, Inc., Karrington, Inc.,
18 Jason D. Williams, The Coelho Irrevocable Life Insurance Trust, and A Solution Debt Relief, Inc.

19 2. Plaintiff will file his Second Amended Complaint within three (3) business days of
20 entry of an order approving this Stipulation. When the Second Amended Complaint is filed, the
21 Parties ask that the Court approve the amendment of the caption and complaint to reflect the dismissal
22 of parties so they are no longer connected to this litigation.

23 3. The remaining GG Parties will waive service of process of the Second Amended
24 Complaint and acknowledge service of the complaint through their undersigned counsel. The GG
25 Parties shall have until August 18th, 2025 to answer or otherwise respond to the Plaintiff's Second
26 Amended Complaint.

27 4. The Parties agree to reschedule the status conference currently set for 1:30 p.m. on
28

1 August 21, 2025 to a status conference at 1:30 p.m. on September 16th, 2025 or any other
2 date that is convenient to the Court. A status report will be filed in accordance with the local rules
3 and the Parties will hold a timely Rule 26(f) meeting.

4 5. Except as set forth herein, the Parties reserve all rights and claims against the other.

5 6. This Stipulation may be executed in one or more counterparts, and facsimile or
6 electronic signatures may be used in filing this document with the Court.

7 Dated: August 7, 2025

DINSMORE & SHOHL LLP

8
9 By: /s/ Tyler Powell

YOSINA M. LISSEBECK

TYLER POWELL (pro hac vice)

10 Attorneys for Plaintiff Richard A. Marshack, Trustee of
11 the LPG Liquidation Trust

12 Dated: August 7, 2025

GOLDEN & GOODRICH LLP

13
14 By: 

JEFFREY GOLDEN

DAVID GOODRICH

15
16 *Counsel for Defendants listed on Exhibit 1.*
17
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EXHIBIT 1

EXHIBIT 1

Daniel Lansdale
Lexicon Consulting, Inc.
Frank Brown
United Partnerships, Inc.
Jason D. Williams
A Solution Debt Relief Inc.
Jason Dovalina
JNR Services, Inc.
Karrington, Inc.
Obrik, Inc.
Albright, Inc.
Matthew Church
Ventura Consulting, LLC.
MFCR Investments, LLC.
Rachel Dovalina
Buffalo 21 Partners, Inc.
C.A.T. Exteriors, Inc.
Rick Emmett
Home Energy Solutions, Inc.
Investlinc Wealth Services, Inc.
MRjR20 Partners, LLC.
Oxford Knox, LLC.
The Coelho Irrevocable Life Insurance Trust
Validation LLC
Ryan Taylor Connet
Samson Ly
Spectrum Payment Solutions, LLC.
Decacorn Holdings, LLC
BEW Solar Management LLC.
Sean M. Stephens
AZLS Enterprises, Inc.
Factor In, Inc.
Syed Faisal Gilani
Innovative Solutions, LLC
Final Season, Inc.
Lifesize, Inc.

EXHIBIT 2

Christopher Celentino ([State Bar No. 131688](#))

Yosina M. Lissebeck (State Bar No. 201654)

Christopher B. Ghio (State Bar No. 259094)

DINSMORE & SHOHL LLP

655 West Broadway, Suite 800

San Diego, CA 92101

Telephone: 619.400.0500

Facsimile: 619.400.0501

christopher.celentino@dinsmore.com

yosina.lissebeck@dinsmore.com

christopher.ghio@dinsmore.com

Tyler Powell (Ky. Bar No. 90520 – Admitted pro hac vice)

DINSMORE & SHOHL, LLP

100 West Main Street, Suite 900

Lexington, KY 40507

Telephone: 859-425-10456

Facsimile: 859-425-1099

tyler.powell@dinsmore.com

~~Special Counsel Attorneys for~~ Richard A. Marshack,
Trustee of the LPG Liquidation Trust

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:

The Litigation Practice Group P.C.,

Debtor(s).

Chapter 11

Case No.: 8:23-bk-10571-SC

Adv. No: 8:24-ap-01208-SC

Richard A. Marshack, Trustee of the LPG
Liquidation Trust,

Plaintiff,

v.

Oxford Knox, LLC, a Delaware limited liability
company; Buffalo 21 Partners, Inc., a Wyoming
corporation; ~~Rick Emmett, individually; Ryan
Taylor Connet, individually; Obrik, Inc., a
Wyoming corporation; Albright, Inc., a Florida
corporation;~~ Jason Dovalina, individually; Rachel
Dovalina, individually; ~~Final Season, Inc., a
California corporation; Factor In, Inc., a California
corporation;~~ Syed Faisal Gilani aka Sye Gilani,
individually; BAE Enterprises, Inc., a Wyoming
corporation; Rose Bianca Loli, individually;
~~Deacorn Holdings, Inc., a California limited
liability company;~~ Samson Ly, individually; BEW
Solar Management, LLC, a California limited

**TRUSTEE'S SECOND AMENDED
COMPLAINT FOR:**

**(1) AVOIDANCE, RECOVERY, AND
PRESERVATION OF PREFERENTIAL
TRANSFERS MADE TO OR FOR
CERTAIN DEFENDANTS MADE
WITHIN NINETY DAYS OF THE
PETITION DATE;**

**(2) AVOIDANCE, RECOVERY, AND
PRESERVATION OF POST-PETITION
TRANSFERS MADE TO OR FOR THE
BENEFIT OF CERTAIN DEFENDANTS;**

**(3) AVOIDANCE OF DEBTOR'S
EXECUTION OF REPAYMENT
AGREEMENT WITH DEFENDANT
OXFORD KNOX, LLC PURSUANT TO
11 U.S.C. §§ 548(a), 550, AND 551;**

**(4) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT**

liability company; ~~Sean Stephens, individually;~~
Lexicon Consulting, LLC, a ~~California-Colorado~~
~~limited liability company corporation;~~ Daniel
~~Lansdale, individually;~~ United Partnerships, LLC, a
~~California-Florida limited liability~~
~~company; corporation;~~ Ventura Consulting, LLC, a
Nevada limited liability company; Matthew Church,
individually; Frank Brown, individually;
Validation, LLC, a terminated California limited
liability company; ~~Innovative Solutions, LLC, a~~
~~Wyoming corporation;~~ MRJR20 Partners, LLC, a
~~California limited liability company;~~ MFCR,
~~Investments, LLC, a Florida limited liability~~
~~company;~~ Lifesize, Inc., a ~~Wyoming corporation;~~
~~Karrington, Inc., a Wyoming corporation;~~ Spectrum
Payment Solutions, LLC, a California limited
liability company; ~~Jason D. Williams, individually;~~
Home Energy Solutions, Inc., a California
corporation; ~~The Coelho Irrevocable Life Insurance~~
~~Trust, a California trust;~~ JNR Services, Inc., a
California corporation; C.A.T. Exteriors, Inc., an
Arizona corporation; AZLS Enterprises, Inc, a
California corporation; ~~A Solution Debt Relief,~~
~~Inc., a Wyoming corporation~~ and INVESTLINC
Wealth Services, Inc., a California corporation;

Defendant(s).

TRANSFER(S) PURSUANT TO 11 U.S.C.
§§ 548(a)(1), 550, AND 551;

(5) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFER(S) PURSUANT TO 11 U.S.C.
§§ 548(a)(2), 550, AND 551;

(6) AVOIDANCE, PRESERVATION,
AND RECOVERY OF VOIDABLE
TRANSFERS MADE WITH INTENT TO
DEFRAUD [11 U.S.C. §§ 544, 550, 551;
CAL. CIV. CODE §§ 3439.04(a)(1) AND
3439.07];

(7) AVOIDANCE, PRESERVATION,
AND RECOVERY OF VOIDABLE
TRANSFERS MADE WITH NO INTENT
TO DEFRAUD [11 U.S.C. §§ 544, 550, 551;
CAL. CIV. CODE §§ 3439.04(a)(2),
3439.05, AND 3439.07];

(8) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFERS MADE TO OR FOR THE
BENEFIT OF DEFENDANTS GILANI
AND DOVALINA ARISING FROM USE
OF AMERICAN EXPRESS CARD; and

(9) OBJECTION TO PROOF OF CLAIM
NO. 818 OF OXFORD KNOX, LLC

Judge: Hon. Scott C. Clarkson
Dept: 5C

For his Second Amended Complaint for (1) Avoidance, recovery, and preservation of
preferential transfers made to or for certain defendants made within ninety days of the petition date;
(2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain
defendants; (3) Avoidance of Debtor's execution of repayment agreement with defendant Oxford
Knox, LLC pursuant to 11 U.S.C. §§548(a), 550, and 551; (4) Avoidance, recovery, and preservation
of fraudulent transfers(s) pursuant to 11 U.S.C. §§548(a)(1), 550, and 551; (5) Avoidance, recovery,
and preservation of fraudulent transfer(s) to 11 U.S.C. §§548(a)(2), 550, and 551; (6) Avoidance,
preservation, and recovery of voidable transfers made with intent to defraud [11 U.S.C. §§544, 550,
551; Cal. Civ Code §§3439.04(a)(1) and 3439.07] (7) Avoidance, preservation, and recovery of
voidable transfers made with no intent to defraud [11 U.S.C. §§544, 550, 551; Cal. Civ. Code

1 §§3439.04(a)(2), 3439.05, and 3439.07]; (8) Avoidance, recovery, and preservation of fraudulent
2 transfers made to or for the benefit of Defendants Gilani and Dovalina arising from use of American
3 Express Card; and (9) Objection to Proof of Claim No. 818 of Oxford Knox, LLC (the “Complaint”),
4 plaintiff Richard A. Marshack, the former Chapter 11 Trustee for the bankruptcy estate (“Estate”) of
5 debtor The Litigation Practice Group P.C. (“Debtor” or “LPG”) and Trustee of the LPG Liquidation
6 Trust (collectively, “Trustee” or “Plaintiff”) in the above-captioned bankruptcy case (the “Bankruptcy
7 Case”), alleges and avers as follows:

8 **STATEMENT OF JURISDICTION, NATURE OF PROCEEDING, AND VENUE**

9 1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 157(b)(2)(A),
10 (E), (H) and (O), 1334(b), and General Order No. 13-05 of the District Court for the Central District
11 of California because this is a core proceeding arising in and/or related to the Bankruptcy Case,
12 which is a case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), and
13 which is pending in the United States Bankruptcy Court for the Central District of California, Santa
14 Ana Division (the “Court”).

15 2. Regardless of whether this proceeding is core, non-core, or otherwise, the Plaintiff
16 consents to the entry of a final order and judgment by the Bankruptcy Court.

17 3. Defendants are hereby notified that Rule 7008 of the Federal Rules of Bankruptcy
18 Procedure requires them to plead whether consent is given to the entry of a final order and judgment
19 by the bankruptcy court.

20 4. Venue of this adversary proceeding properly lies in this judicial district pursuant to
21 28 U.S.C. § 1409(a) because this proceeding is related to the Debtor’s pending Bankruptcy Case.

22 **THE PARTIES**

23 5. Debtor LPG is, and at all material times was, a professional corporation organized,
24 existing, and in good standing under the laws of the State of California, with its principal place of
25 business in Tustin, California.

26 6. Defendant Oxford Knox, LLC is, and at all material times represented that it was, a
27 Delaware - domestic limited liability company (“Oxford Knox”).

28 7. Defendant Oxford Knox may be served by first class mail postage prepaid upon its

Partnership Representative: Richard R. Emmett, 251 Little Falls Drive, Wilmington, Delaware 19808.

8. Defendant Buffalo 21 Partners, Inc. is, and at all material times represented that it was, a Wyoming - domestic corporation, ("Buffalo 21").

9. Defendant Buffalo 21 may be served by first class mail postage prepaid upon its CEO: Richard R. Emmett, 1309 Coffeen Avenue, Suite 1200, Sheridan, Wyoming 82801.

~~10. Defendant Riek Ronald Emmett is, and at all material times represented that he was, an individual residing in the state of California ("Emmett").~~

~~11. Defendant Emmett may be served by first class mail postage prepaid upon himself; 10 Pointe Drive, Suite 150, Brea, California 92821.~~

~~12. Defendant Ryan Taylor Connet is, and at all material times represented that he was, an individual residing in the state of California ("Connet").~~

~~13. Defendant Connet may be served by first class mail postage prepaid upon himself; 4155 E. La Palma Avenue, Anaheim, California 92807.~~

~~14. Defendant Obrik, Inc. is, and at all material times represented that it was, a Wyoming - domestic corporation ("Obrik").~~

~~15. Defendant Obrik may be served by first class mail postage prepaid upon its registered agent: Cloud Peak Law; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.~~

~~16. Defendant Albright, Inc. is, and at all material times represented that it was, a Florida - domestic corporation ("Albright").~~

~~17. Defendant Albright may be served by first class mail postage prepaid upon its registered agent: William J. Albright; 701 Aqui Esta Drive, #263, Punta Gorda, Florida, 33951.~~

18.10. Defendant Jason Dovalina is, and at all material times represented that he was, an individual residing in the state of California ("Jason Dovalina").

19.11. Defendant Jason Dovalina, may be served by first class mail postage prepaid upon himself; 128 W. Santa Fe Avenue, Suite C, Placentia, California 92870-5632.

20.12. Defendant Rachel Dovalina is, and at all material times represented that she was, an individual residing in the state of California ("Rachel Dovalina").

21.13. Defendant Rachel Dovalina, may be served by first class mail postage prepaid upon

1 herself; 736 Oceanview Drive, Fullerton, California 92832.

2 ~~22. Defendant The Final Season, Inc. is, and at all material times represented that it was,~~
3 ~~a California domestic corporation (“Final Season”).~~

4 ~~23. Defendant Final Season may be served by first class mail postage prepaid upon its~~
5 ~~agent; 5716 Corsa Avenue S. 110, West Lake Village, California 91362.~~

6 ~~24. Defendant Factor In, Inc. is, and at all material times represented that it was, a~~
7 ~~California domestic corporation (“Factor In”).~~

8 ~~25. Defendant Factor In may be served by first class mail postage prepaid upon its~~
9 ~~registered agent: Sye Gilani; 7651 Greenock Way, Riverside, California 92508.~~

10 26.14. Defendant Syed Faisal Gilani aka Sye Gilani is, and at all material times represented
11 that he was, an individual residing in the state of California (“Gilani”).

12 27.15. Defendant Gilani may be served by first class mail postage prepaid upon himself: 7651
13 Greenock Way, Riverside, California 92508.

14 28.16. Defendant Bae Enterprises, Inc. is, and at all material times represented that it was, a
15 Wyoming - domestic corporation (“Bae Enterprises”).

16 29.17. Defendant Bae Enterprises may be served by first class mail postage prepaid upon its
17 registered agent: Cloud Peak Law, LLC, 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming
18 82801.

19 18. Defendant Rose Bianca Loli was named as a Defendant but has subsequently been
20 dismissed as a party [Dkt. No. 20].

21 ~~30. is, and at all material times represented that she was, an individual residing in the state~~
22 ~~of California (“Loli”).~~

23 ~~31. Defendant Loli may be served by first class mail postage prepaid upon herself: 33741~~
24 ~~Aleazar Drive, Dana Point, California 92629 or 1220 Ensenada Avenue, Laguna Beach, California~~
25 ~~92651.~~

26 ~~32. Defendant Decacorn Holdings, LLC is, and at all material times represented that it~~
27 ~~was, a California domestic limited liability company (“Decacorn Holdings”).~~

28 ~~33. Defendant Decacorn may be served by first class mail postage prepaid upon its~~

~~registered agent: Dana Fang, 2520 Venture Oaks Way, Suite 120, Sacramento, California 95833.~~

34.19. Defendant Samson Ly is, and at all material times represented that he is a resident of California (“Ly”).

35.20. Defendant Ly may be served by first class mail postage prepaid upon himself: 208 S. Moore Avenue, Apt. D, Monterey Park, California 91754.

36.21. Defendant BEW Solar Management, LLC is, and at all material times represented that it was, a California – domestic limited liability company (“BEW Solar”).

37.22. Defendant BEW Solar may be served by first class mail postage prepaid upon its manager: Sean M. Stephens, 2560 N. Synergy Avenue, Eagle, Idaho 83616.

~~38. — Defendant Sean M. Stephens is, and at all material times represented that he was, an individual residing in Idaho (“Stephens”).~~

~~39. — Defendant Stephens may be served by first class mail postage prepaid upon himself: 2560 N Synergy Ave, Eagle, Idaho 83616.~~

40.23. Defendant Lexicon Consulting, ~~Inc~~LLC, is, and at all material times represented that it was, a Colorado limited liability company~~California — domestic corporation~~ (“Lexicon”).

41.24. Defendant Lexicon may be served by first class mail postage prepaid upon its registered agent: Vanhagen Law, PC, 44 Cook Street, Suite 110 Denver CO 80206. Jamie Latshaw, 266 S Magnolia Avenue, Suite 202, El Cajon, California 92020.

~~42. — Defendant Daniel Lansdale is, and at all material times was, an individual residing in the state of California (“Lansdale”).~~

~~43. — Defendant Lansdale may be served by first class mail postage prepaid upon himself; 515 W. Commonwealth Avenue, Suite 211, Fullerton, California 92832.~~

44.25. Defendant United Partnerships, ~~Inc~~LLC, is, and all material times represented that it was, a California~~Florida~~ limited liability company, ~~— domestic corporation~~ (“United Partnerships”).

45.26. Defendant United Partnerships may be served by first class mail postage prepaid upon its registered agent: 7300 Frank Brown, 215 New River Drive East 910, Fort Lauderdale, FL 33301. Lennox Avenue, Room J-14, Van Nuys, CA 91405.

46.27. Defendant Ventura Consulting, LLC is, and at all material times represented that it

1 was, a Nevada - domestic limited liability company (“Ventura”).

2 47.28. Defendant Ventura may be served by first class mail postage prepaid upon its member
3 Matthew Church; 708 Grandview Avenue, Fullerton, California 92832 and/or 10620 Southern
4 Highlands Parkway, Suite 110-18, Las Vegas, Nevada 89141.

5 48.29. Defendant Matthew Church is, and at all material times represented that he was an
6 individual residing in the states of California and Nevada (“Church”)

7 49.30. Defendant Church may be served by first class postage prepaid upon himself; 708
8 Grandview Avenue, Fullerton, California 92832 and 10620 Southern Highlands Parkway, Suite 110-
9 18, Las Vegas, Nevada 89141.

10 50.31. Defendant Frank Brown is, and at all material times represented that he was an
11 individual residing in the state of Nevada (“Brown”).

12 51.32. Defendant Brown may be served first class postage prepaid upon himself: and 10620
13 Southern Highlands Parkway, Suite 110-18, Las Vegas Nevada 89141 and 10881 Pentland Downs
14 Street, Las Vegas, Nevada 89141.

15 52.33. Defendant Validation, LLC is currently a terminated California limited liability
16 company that dissolved on September 19, 2022 (“Validation”).

17 53.34. Defendant Validation may be served by first class mail postage prepaid delivered to
18 its last registered agent Matthew Church at either 708 Grandview Avenue, Fullerton, California 92832
19 and 10620 Southern Highlands Parkway, Suite 110-18, Las Vegas, Nevada 89141.

20 ~~54. Defendant Innovative Solutions, Inc. is, and at all material times represented that it~~
21 ~~was a Wyoming domestic corporation (“Innovative Solutions”).~~

22 ~~55. Defendant Innovative Solutions may be served by first class mail postage prepaid upon~~
23 ~~its agent Cloud Peak Law, LLC; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.~~

24 ~~56. Defendant MRJR20 Partners, LLC, is and at all material times represented that it was~~
25 ~~a California domestic limited liability company (“MRJR20”).~~

26 ~~57. Defendant MRJR20 may be served by first class mail postage prepaid upon its agent~~
27 ~~Riek R. Emmett; 10 Pointe Drive, Suite 150, Brea, California 92821.~~

28 ~~58. Defendant MFCR Investments, LLC is, and at all material times represented that it~~

~~was a Florida—domestic limited liability company (“MFCR Investments”).~~

~~59. — Defendant MFCR Investments may be served by first class mail postage prepaid upon its agent Scott F. Penton; 1525 Clapton Drive, Deland, Florida 32720.~~

~~60. — Defendant Lifesize, Inc. is, and at all material times represented that it was a Wyoming—domestic corporation (“Lifesize”).~~

~~61. — Defendant Lifesize may be served by first class mail postage prepaid upon its agent Cloud Peak Law, LLC; 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming 82801.~~

~~62. — Defendant Karrington, Inc. is, and at all material times represented that it was, a Wyoming—domestic corporation (“Karrington”).~~

~~63. — Defendant Karrington may be served by first class mail postage prepaid upon it registered agent: Company Sage Agents, LLC; 1095 Sugarview Drive, Suite 100, Sheridan, Wyoming 82801.~~

64.35. Defendant Spectrum Payment Solutions, LLC is, and at all material times represented that it was, a California – domestic limited liability company (“Spectrum”).

65.36. Defendant Spectrum may be served by first class mail postage prepaid upon its agent Samson Ly; 208 S. Moore Avenue, Apt. D, Monterey Park, California 91754.

~~66. — Defendant Jason D. Williams is, and at all material times represented that he was an individual residing in the state of California (“Williams”).~~

~~67. — Defendant Williams may be served by first class mail postage prepaid upon himself; 4155 E. La Palma Avenue, Anaheim, California 92807.~~

68.37. Defendant Home Energy Solutions, Inc. is, and at all material times represented that it was a California – domestic corporation (“Home Energy”).

69.38. Defendant Home Energy may be served by first class mail postage prepaid upon its Financial Manager: Rick R. Emmett, 300 S. Harbor Boulevard., Suite 1000, Anaheim, California 92805.

~~70. — Defendant The Coelho Irrevocable Life Insurance Trust is, and at all material times represented that it was a California Trust (“Coelho Trust”).~~

~~71. — Defendant Coelho Trust may be served by first class mail postage prepaid upon its~~

~~Trustee Rick R. Emmett: 300 S. Harbor Boulevard., Suite 1000, Anaheim, California 92805.~~

72.39. Defendant JNR Services, Inc. is, and at all material times represented that it was a California – domestic corporation (“JNR”).

73.40. Defendant JNR may be served by first class mail postage prepaid upon its agent Rick R. Emmett; 10 Pointe Drive, Suite 150, Brea, California 92821.

74.41. Defendant C.A.T. Exteriors, Inc. is, and at all material times represented that it was an Arizona – domestic corporation (“CAT Exteriors”).

75.42. Defendant CAT Exteriors may be served by first class mail postage prepaid upon its agent Rick R. Emmett: 10 Pointe Drive, Suite 150, Brea, California 92821.

76.43. Defendant AZLS Enterprises Inc. is, and at all material times represented that it was a California – domestic corporation (“AZLS”).

77.44. Defendant AZLS may be served by first class mail postage prepaid upon its agent: Hee S. Noh, 9 Traditional Place, Irvine, California 92602.

~~78. — Defendant A Solution Debt Relief, Inc. is, an administratively dissolved Wyoming corporation (“A Solution”).~~

~~79. — Defendant A Solution may be served by first class mail postage prepaid upon its agent: Cloud Peak Law, LLC, 1095 Sugar View Drive, Suite 500, Sheridan, WY 82801.~~

80.45. Defendant Investline Wealth Services, Inc. is, and at all material times represented that it was a California – domestic corporation (“Investline”).

81.46. Defendant InvestLinc may be served by first class mail postage prepaid upon its agent: West A. Cohan, 10 Pointe Drive, Suite 150, Brea, California 92821.

82.47. Unless separately identified herein, all of the Defendants will collectively be referred to herein as the “Oxford Knox Defendants.”

~~83. — As discussed herein, not all Oxford Knox Defendants are identified in the Exhibits as receiving payments. Those Oxford Knox Defendants that are not identified as receiving a payment are named herein in their capacity as (i) as a subsequent transferee of an identified transfer, (ii) the potential recipient of a not yet identified transfer, and/or (ii) the party for whose benefit a particular transfer was made that is identified herein. Specific allegations regarding the relationships of~~

~~Defendants are made herein.~~

GENERAL ALLEGATIONS

A. The Bankruptcy Case

84.48. On March 20, 2023 (“Petition Date”), Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, commencing the Bankruptcy Case.

85.49. The Office of the United States Trustee (“UST”) filed its *Motion by United States Trustee to Dismiss or Convert Case Pursuant to 11 U.S.C. § 1112(b)* [Bankr. Docket No. 21] and creditors Debt Validation Fund II, LLC; MC DVI Fund 1, LLC; and MC DVI Fund 2, LLC filed the *Motion by DVF and MC DVI to Dismiss Chapter 11 Case Pursuant to 11 U.S.C. §§ 105, 305, 349, & 1112, or in the Alternative Convert This Case to Chapter 7 or Appoint a Trustee* [Bankr. Docket No. 44]. On May 4, 2023, the Court entered its *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Bankr. Docket No. 58].

86.50. Pursuant to the *Acceptance of Appointment as Chapter 11 Trustee* [Bankr. Docket No. 63], on May 8, 2023, Trustee accepted his appointment as the Chapter 11 Trustee in the Bankruptcy Case. The Court approved the Trustee’s appointment in its *Order Approving the U.S. Trustee’s Application for the Appointment of a Chapter 11 Trustee* [Docket No. 65].

87.51. Trustee was not appointed until after events of the case and, therefore, bases these allegations on information and belief. *Soo Park v. Thompson*, 851 F.3d 910, 928 (9th Cir. 2017) (“The *Twombly* plausibility standard . . . does not prevent a plaintiff from pleading facts alleged upon information and belief where the facts are peculiarly within the possession and control of the defendant or where the belief is based on factual information that makes the inference of culpability plausible.”); *Miller v. City of Los Angeles*, 2014 U.S. Dist. LEXIS 198871, 2014 WL 12610195, at *5 (C.D. Cal. Aug. 7, 2014) (recognizing that the plaintiff’s “information and belief” pleading was allowed and “necessary at times”); *see also Mireskandari v. Daily Mail and General Trust PLC*, 2013 U.S. Dist. LEXIS 194437, 2013 WL 12129642, at *4 (C.D. Cal. July 31, 2013) (“The Federal Rules of Civil Procedure allow parties to plead facts on ‘information and belief’ if the facts ‘will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.’” (citations omitted)).

1 [88-52.](#) Pursuant to the *Order Confirming Modified First Amended Joint Chapter 11 Plan of*
2 *Liquidation* entered September 9, 2024, and the *Notice of Occurrence of Effective Date of Modified*
3 *First Amended Joint Chapter 11 Plan of Liquidation* filed September 24, 2024, Richard A. Marshack
4 became the Liquidating Trustee of the LPG Liquidation Trust, effective September 24, 2024. [Bankr.
5 Docket Nos. 1646 & 1762].

6 [89-53.](#) Plaintiff brings this action solely in his capacity as the Liquidating Trustee of the LPG
7 Liquidation Trust, for the benefit of Debtor's Estate and its creditors.

8 **B. Protective Order**

9 [90-54.](#) On or about May 2, 2024, Plaintiff filed that certain Notice and Motion for Entry of
10 Protective Order (the "Protective Order").

11 [91-55.](#) On June 3, 2024, the Court entered its *Order Granting Motion for Entry of Protective*
12 *Order and the Protective Order* [Bankr. Docket No. 1270] (the "Protective Order"). A true and
13 accurate copy of the Protective Order is attached as **Exhibit 1**, and incorporated herein.

14 [92-56.](#) By its own terms, the Protective Order applies to this adversary proceeding and
15 governs all discovery conducted herein.

16 **C. LPG's Ownership and Management**

17 [93-57.](#) Prior to the Petition Date, LPG operated a law firm for consumers across the country
18 who sought assistance in contesting or resolving debts they would identify. At all relevant times, LPG
19 was controlled and operated by the individual named Tony Diab ("Diab").

20 [94-58.](#) The consumers would pay LPG over a period of time via monthly debits from their
21 bank accounts.

22 [95-59.](#) The monthly payments were meant to cover all legal services LPG provided to the
23 consumers including validation of the debts, review of documents to determine enforceability, and
24 court appearances to halt lawsuits to obtain judgments.

25 [96-60.](#) In certain instances, LPG would file a lawsuit in an effort to eliminate a disputed debt
26 or to prosecute affirmative claims held by the consumers.

27 [97-61.](#) LPG mismanaged the consumers' monthly payments.

28 [98-62.](#) Diab and other defendants devised a plan to fraudulently transfer funds, client files,

1 client funds and assets in the form of ACH Receivables (the “ACH Receivables” or “Accounts
2 Receivable”) out of LPG to third parties prior to the filing of bankruptcy.

3 [99-63.](#) To obtain consumer clients, LPG contracted with marketing companies, who
4 engaged in illegal capping and would advertise or call to solicit consumers to become clients of LPG
5 in exchange for a percentage of the ACH Receivables collected by LPG from the consumers. The
6 marketing affiliate went so far as to assist with the execution of an engagement letter between the
7 consumer and LPG.

8 [100-64.](#) In exchange, LPG agreed to pay the marketing affiliates a percentage the
9 monthly payments collected by LPG from the consumers.

10 [101-65.](#) Because LPG received payments from consumers over time, it often sought
11 financing by borrowing against its future cash flows. This borrowing was not only used to finance
12 operations at LPG, but also to pay the fees owed to the marketing companies for providing the client
13 referrals.

14 [102-66.](#) Many of the documents executed in connection with such financing described
15 the transactions as accounts receivable purchase agreements.

16 [103-67.](#) Diab used entities he controlled including, without limitation, Vulcan
17 Consulting, LLC (“Vulcan”), B.A.T. Inc. dba Coast Processing (“Coast”), PrimeLogix, LLC
18 (“PrimeLogix”) and others to divert LPG consumer funds and ACH Receivables. Diab would use
19 numerous ACH processing companies in order to easily transfer millions of dollars from Debtor to
20 these entities he controlled, without oversight or detection, and to avoid payment disputes and
21 complications. The money that flowed from Debtor through these bank account to Defendants
22 consisted of Client Funds that Debtor funneled to these entities by means of the ACH processing
23 companies. Debtor also made deposits into these entities bank account such that they received Client
24 Funds directly from Debtor in addition to direct Accounts Receivable.

25 SPECIFIC ALLEGATIONS

26 A. Ponzi Scheme Presumption

27 [104-68.](#) The Ponzi Scheme Presumption exists in bankruptcy proceedings.

28 [105-69.](#) The Ponzi Scheme Presumption can be utilized to establish a debtor’s “intent

1 to defraud future undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme.
2 Indeed, no other reasonable inference is possible. A Ponzi scheme cannot work forever. The investor
3 pool is a limited resource and will eventually run dry. The perpetrator must know that the scheme will
4 eventually collapse as a result of the inability to attract new investors. The perpetrator nevertheless
5 makes payments to present investors, which, by definition, are meant to attract new investors. He
6 must know all along, from the very nature of his activities, that investors at the end of the line will
7 lose their money. Knowledge to a substantial certainty constitutes intent in the eyes of the law,” *cf.*
8 *Restatement (Second) of Torts § 8A* (1963 & 1964), and a debtor’s knowledge that future investors
9 will not be paid is sufficient to establish his actual intent to defraud them. *Kirkland v. Rund (In re*
10 *EPD Inv. Co., LLC)*, 114 F.4th 1148, 1153 (9th Cir. 2024) (by definition Ponzi scheme is destined to
11 fail and the swindler and their entities often end in bankruptcy or equitable receivership); *Cf. Coleman*
12 *Am. Moving Servs., Inc. v. First Nat’l Bank & Trust Co. (In re American Properties, Inc.)* 14 B.R.
13 637, 643 (Bankr. D. Kan. 1981) (intentionally carrying out a transaction with full knowledge that its
14 effect will be detrimental to creditors is sufficient for actual intent to hinder, delay or defraud within
15 the meaning of § 548(a)(1)).” *Merrill v. Abbott (In re Independent Clearing House Co.)* (D. Utah
16 1987) 77 B.R. 843, 860. A trustee in bankruptcy is not required to show that an operator of a Ponzi
17 scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co., LLC*, 114
18 F.4th at 1153 (“[a] trustee’s action to recover assets fraudulently conveyed in the course of a Ponzi
19 scheme does not require that the trustee also prove the Ponzi-scheme operator was subjectively aware
20 his Ponzi scheme was destined to fail.”).

21 [106-70.](#) “But if all the debtor receives in return for a transfer is the use of the
22 defendant’s money to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to
23 share. In fact, by helping the debtor perpetuate his scheme, the transfers exacerbate the harm to
24 creditors by increasing the amount of claims while diminishing the debtor’s estate. In such a situation,
25 the use of the defendant’s money cannot objectively be called ‘reasonably equivalent value.’” *In re*
26 *Independent Clearing House Co.* 77 B.R. at 859. Therefore, “[t]he trustee can avoid the transfers if
27 they were preferential or fraudulent. Transfers to investors in a Ponzi scheme are preferential and
28 fraudulent. Therefore, they constitute “property of the estate,” and the trustee can recover them. *Id.* at

1 853 n.17 (citations omitted).

2 ~~107.71.~~ Debtor was operating a Ponzi scheme that utilized affiliates and several other
3 entities as investors to continue its unlawful business practices by using funds provided by current
4 investors to attract new investors hoping for very high returns. Therefore, the Debtor was running a
5 Ponzi scheme and the Ponzi Scheme Presumption can be utilized to infer that the Debtor had the
6 intent to defraud investors within the meaning of 11 U.S.C. section 548(a)(1). This is evidenced by
7 the Court in this Bankruptcy Case declaring that Debtor was operating a Ponzi scheme when it stated
8 the following:

9 It is important to note that this Court has never received any significant and
10 trustworthy evidence that Debtor accomplished meaningful results for its
11 clients, but only anecdotal examples of viable success for its clients. By
12 reviewing the Estate's claims register, there is evidence of consumer claims
13 for the fraud and demanded but undelivered refunds of approximately \$500
14 million. There is ample evidence that the pre-petition Debtor never placed
15 the collected funds into an attorney-client trust account, and that Debtor or
16 its principals simply looted the payments received through the client
17 automatic withdrawals, stiffing both the clients and outside attorneys who
18 may have been working on client cases with the hopes of being paid. There
19 is also evidence before the Court that Debtor was running a Ponzi scheme
20 and paying some outside (or "network") attorneys with funds obtained from
21 new clients. In this case, it appears that some of the "lenders" may have
22 been serving as "investors," hoping for very high returns before "the music
23 stopped." The Ninth Circuit has recently explained, "[b]y definition, a
24 Ponzi scheme is destined to fail because the pool of available investors is
25 not limitless. When the Ponzi scheme operator's pool of investors inevitably
26 runs dry, the scheme collapses and the swindler and their entities often end
27 up in bankruptcy or equitable receivership. *See generally* David R. Hague,
28 *Expanding the Ponzi Scheme Presumption*, 64 DePaul L. Rev. 867 (2015).
In bankruptcy, the court-appointed trustee is tasked with taking immediate
control of the entity, ceasing ongoing fraudulent activity, locating and
collecting assets for the bankruptcy or receivership estate, and achieving a
final, equitable distribution of the remaining assets. *See* 11 U.S.C. § 704;
Kirkland v. Rund (In re EPD Inv. Co., LLC), 2024 U.S. App. LEXIS 21363,
at *15 (9th Cir. Aug. 23, 2024). Finally, there is evidence that Debtor was
encumbering (or as some creditors assert, "double or triple selling") their
accounts or receivables to multiple lenders. With respect to Greyson's
requested Administrative Claim [Dk. 676], and as more fully described in
the concurrently entered order denying the claim, there has been no
evidence presented that any work allegedly performed by Greyson assisted
any clients or added any value to the Estate.

See, Case 8:23-bk-10571-SC, Doc 1545 n. 5.

27 ~~108.72.~~ The Ponzi Scheme Presumption establishes a debtor's "intent to defraud future
28 undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme." *Merrill v.*

1 *Abbott (In re Independent Clearing House Co.)*, 77 B.R. 843, 860 (D. Utah 1987). “Knowledge to a
2 substantial certainty constitutes intent in the eyes of the law, *cf. Restatement (Second) of Torts* § 8A
3 (1963 & 1964), and a debtor’s knowledge that future investors will not be paid is sufficient to establish
4 his actual intent to defraud them.” *Id.* A trustee in bankruptcy is not required to show that an operator
5 of a Ponzi scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co.,*
6 *LLC*, 114 F.4th at 1153 (9th Cir. 2024).

7 ~~109.73.~~ “[I]f all the debtor receives in return for a transfer is the use of the defendant’s
8 money to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to share.” *In re*
9 *Independent Clearing House Co.* 77 B.R. at 859. In such a situation, the use of the defendant’s money
10 cannot objectively be called “reasonably equivalent value.” *Id.* Therefore, “[t]he trustee can avoid the
11 transfers if they were preferential or fraudulent. Transfers to investors in a Ponzi scheme are
12 preferential and fraudulent. Therefore, they constitute ‘property of the estate,’ and the trustee can
13 recover them.” *Id.* at 853 n.17 (citations omitted).

14 ~~110.74.~~ In addition to the solicitation of investments and lending from the Oxford Knox
15 Defendants, the Debtor’s need for capital was so severe that it began borrowing funds through a loan
16 broker named Spot On Consulting, Inc. (“Spot On”). Upon information and belief, Spot On would
17 facilitate loans to LPG from individuals and corporations – sometimes for as little as \$5,000 – in
18 exchange for a ten percent (10%) commission on the principal amount of the loan. LPG would then
19 typically promise to pay each lender as much as eight percent (8%) interest per month on the principal
20 balance for twelve months and would then repay the original principal amount at maturity.

21 ~~111.75.~~ Upon further information and belief, LPG borrowed hundreds of thousands of
22 dollars **each week** on these terms beginning in August 2022 and continuing until filing for
23 bankruptcy.

24 ~~112.76.~~ Proof of Claim No. 91 seeking more than \$66 million dollars has been filed for
25 the outstanding balances owed on these brokered “loans”. This Proof of Claim is incorporated by
26 reference herein.

27 ~~113.77.~~ Based on the Ponzi Scheme presumption the Court can infer that the Debtor
28 had the intent to defraud investors within the meaning of 11 U.S.C. § 548(a)(1). Since the Transfers

1 to the Defendants were made with the intent to further the Ponzi scheme, the Debtor did not receive
2 an objectively reasonable equivalent value for such transfers, and the Trustee can avoid any such
3 transfers because they were actually fraudulent as to the Debtor's creditors..

4 **B. Prepetition Litigation and Creditors**

5 ~~114.78.~~ Debtor's Schedule E/F, filed on April 4, 2023, as Dk. No. 33, lists: (a) 11
6 unsecured creditors with priority unsecured claims totaling \$374,060.04; and (b) 58 nonpriority
7 unsecured creditors with scheduled claims totaling \$141,439,158.05.

8 ~~115.79.~~ The claims register in this Bankruptcy Case includes 2,554 proofs of claim,
9 totaling in excess of \$424 million of claims asserted against the Estate.

10 ~~116.80.~~ At least 14 UCC-1 statements were of record securing alleged debts of the
11 Debtor as of the Petition Date. These statements either reflected secured liens against the Debtor's
12 assets then owned or thereafter acquired or provided evidence of the assignment or sale of substantial
13 portions of the Debtor's future income. They secured the repayment of the following claimed amounts
14 that are currently known to Trustee and are allegedly owed by the Debtor: (a) \$2,374,004.82 owed to
15 Fundura Capital Group as evidenced by Proof of Claim No. 335 purportedly secured by a UCC
16 statement filed on or about May 19, 2021; (b) approximately \$15 million dollars owed to MNS
17 Funding, LLC as evidenced by Proof of Claim No. 1060 purportedly secured by a UCC statement
18 filed on or about May 28, 2021; (c) approximately \$5,000,000 owed to Azzure Capital, LLC as
19 evidenced by Proof of Claim No. 127 purportedly secured by a UCC statement filed on or about May
20 28, 2021; and (d) approximately \$1.5 million dollars owed to Diverse Capital, LLC purportedly
21 secured by UCC statements filed on or about September 15, 2021, and December 1, 2021.

22 ~~117.81.~~ Debtor's balance sheets for the 36 months ending December 31, 2021, show
23 approximately \$17,900,000 in total assets at its highest point in November 2021. This amount is
24 significantly less than the \$424 million of claims filed.

25 ~~118.82.~~ Debtor's Statement of Financial Affairs, filed on April 4, 2023, as Dk. No. 34,
26 reflects 15 pending lawsuits against Debtor as of the Petition Date. The lawsuits date back to October
27 18, 2021 (*Fundura v. The Litigation Practice Group P.C. et al.*, Supreme Court of New York Index
28 No. 613192-2021) and are as recent as March 10, 2023 (*Diverse Capital LLC v. The Litigation*

1 *Practice Group P.C. et al.*, Supreme Court of New York Index No. 135614-2023).

2 **C. Debtor's Insolvency**

3 119-83. Debtor was insolvent when the Transfers occurred as evidenced by: (a) the 14
4 UCC-1 statements reflecting secured liens against the Debtor's owned and after-acquired assets and
5 the assignment or sale of substantial portions of the Debtor's future income; (b) the priority and non-
6 priority unsecured debt of nearly \$142 million listed in Debtor's schedules; (c) the \$424 million of
7 creditor claims filed in this Bankruptcy Case; and (d) Debtor's balance sheets reflecting, at its highest
8 point, \$17.9 million of assets in November 2021.

9 120-84. Moreover, insolvency is presumed as a matter of law where, as in this
10 Bankruptcy Case, the debtor operated a Ponzi scheme. *See, e.g., Glob. Money Mgmt., L.P. v.*
11 *McDonnold*, No. 06CV34, 2008 U.S. Dist. LEXIS 128733, at *15 (S.D. Cal. Feb. 27, 2008)
12 (concluding that "if a Ponzi scheme is proven, then the debtor is proven insolvent from the time of its
13 inception").

14 **SPECIFIC ALLEGATIONS**

15 121-85. Upon information and belief, Oxford Knox and its predecessor Validation were
16 formed to try to meet promises made to investors and lenders to or partners of the Debtor and/or a
17 related entity. Whether these debts arose from traditional loans, "purchases" of receivables from a set
18 of client files, or investments in the Debtor or a particular venture, the Debtor, Tony Diab, and/or a
19 related entity was not able to fulfill the promised obligations.

20 122-86. Some Oxford Knox Defendants appear to have lent money to Tony Diab. In
21 the summer of 2021, Defendants Home Energy, ~~Ryan Connet, the Coelho Trust, Jason Williams,~~
22 Samson Ly, BEW Solar, ~~and~~ Spectrum, ~~and others~~ collectively paid more than \$1,000,000 into escrow
23 to fund the down payment on Tony Diab's purchase of Arash Bayrooti's shares in Coast. These
24 escrowed funds were ultimately paid to Mr. Bayrooti on behalf of Mr. Diab; however, the Debtor,
25 and not Mr. Diab, was required to make these payments.

26 123-87. Upon information and belief, some amounts may have been repaid to these
27 individuals that advanced money to fund Mr. Diab's purchase of shares in Coast. These debts may
28 have been restructured into assignments of income from groups of files.

1 ~~124.88.~~ Also in 2021, ~~Defendants Validation LLC was formed and entities affiliated~~
2 ~~with some or all of the Defendants were named as members. Innovative, MRJR, MFCR, Lifesize,~~
3 ~~and Karrington became members of Validation according to its Amended and Restated Limited~~
4 ~~Liability Company Agreement.~~ Upon information and belief, Validation's stated purpose was to
5 support the Debtor's marketing affiliates and/or work with law firms like the Debtor. Upon further
6 information and belief, Validation's true purpose and goal was the repayment of amounts owed to its
7 members by the Debtor or Mr. Diab.

8 ~~125.89.~~ Validation was ultimately dissolved in September 2022, but while it operated,
9 the Debtor paid it almost one million dollars as shown herein.

10 ~~126.90.~~ While Validation was winding down, Mr. Diab formed a new entity – Oxford
11 Knox in late 2021. Upon information and belief, Oxford Knox was formed for the same purpose as
12 Validation – to nominally support to the Debtor's affiliates while collecting payments from the Debtor
13 for its members.

14 ~~127.91.~~ The ~~initial original~~ members of Oxford Knox were (i) Buffalo 21; (ii) Obrick,
15 Inc.; (iii) Albright, Inc.; (iv) Final Season, Inc.; (v) Factor In, Inc.; (vi) Bae Enterprises, Inc.; (vii)
16 Decacorn Holdings; (viii) BEW Solar; (ix) Lexicon Consulting, LLC; (x) United Partnerships; (xi)
17 Ventura Consulting; and (xii) Summer Cederberg.

18 ~~128.92.~~ Following its formation, the Debtor and/or Mr. Diab made payments directly
19 to Oxford Knox, and/or its members using client funds paid to or collected by the Debtor.

20 ~~129.93.~~ Upon further information and belief, Mr. Diab would direct the Debtor or a
21 related entity to make or direct payments to one or more of the Oxford Knox Defendants either based
22 on invoices for services that were never performed to make the payment appear tax deductible, or
23 paid to a third party that was owned or controlled by a member of Oxford Knox.

24 ~~130.94.~~ All payments to any Oxford Knox Defendant made pre-petition known to the
25 Trustee as of the date this complaint was filed are set forth on **Exhibit 2** hereto and incorporated as
26 if set forth herein.

27 ~~131.95.~~ All payments to any Oxford Knox Defendant made after the Debtor filed for
28 bankruptcy known to the Trustee as of the date this complaint was filed are set forth on **Exhibit 3**

hereto and incorporated as if set forth herein.

~~132.96.~~ Upon further information and belief, each member of Oxford Knox contributed “debt” they claimed to be owed by the Debtor to the LLC. In turn, Oxford Knox, which was partially owned and/or controlled by Tony Diab, entered into an agreement with the Debtor that fixed the debt owed to Oxford Knox at \$22,000,000 (“Repayment Agreement”).

~~133.97.~~ The Repayment Agreement is the basis of, and is attached to, the Proof of Claim No. 818 (“Claim”) filed by Oxford Knox herein. A true and accurate copy of the Repayment Agreement from the Claim is attached hereto as **Exhibit 4**.

~~134.98.~~ The Claim states that Oxford Knox received three payments totaling \$1,743,686.74 on November 1, 2021, January 1, 2022, and February 1, 2022. The Trustee does not know if these payments reflect payments made directly to the members of Oxford Knox or to third parties on their behalf or if these payments were made directly to Oxford Knox from an unknown source. They are identified herein and included in the Transfers that the Trustee seeks to avoid.

~~135.99.~~ Hereinafter, any payment to any Oxford Knox Defendant identified herein will be referred collectively as the “Transfers”. Specific sets of Transfers such as those made during the ninety-day period preceding the Petition Date may be given a certain name, but they will remain part of the Transfers identified herein.

~~136.100.~~ All Transfers identified herein may not relate to the transactions and entities discussed herein, and the Trustee may have filed or may file separate litigation against one or more Defendants based on other transactions or relationships it had with the Debtor. All Transfers to Defendant known to the Trustee are identified herein out of an abundance of caution.

~~137.—As noted above, the Debtor often made payments to unrelated parties to or for the benefit of one or more Oxford Knox Defendants. As a result, some defendants named herein are not identified on an Exhibit as receiving any Transfer but that does not mean that an identified Transfer was not made for their benefit. The following paragraphs supplement the allegations regarding the relationships of certain individuals with other Oxford Knox Defendants.~~

~~138.—Upon information and belief, Emmett operates or is an officer, member, or owner of Buffalo 21, MRJR, and Coelho Trust. He is also the registered agent for Home Energy.~~

~~139.—Upon information and belief, Connet is an officer, member, or owner of Buffalo 21, MRJR, and CAT Exteriors.~~

~~140.—Upon information and belief, Jason Dovalina is an officer, member, or owner of Defendants Obrick, Albright, Karrington, JNR, and A Solution. Rachel Dovalina is related to Mr. Dovalina.~~

~~141.—Upon information and belief, Gilani is an officer, member, or owner of Final Season, Factor In, AZLS, and Lifesize.~~

~~142.—Upon information and belief, Ly is an officer, member, or owner of Deacorn and Spectrum.~~

~~143.—Upon information and belief, Stephens is an officer, member, or owner of BEW Solar.~~

~~144.—Upon information and belief, Lansdale is an officer, member, or owner of Lexicon.~~

~~145.—Upon information and belief, Church and Brown are officers, members, or owners of Defendants United Partnerships, Ventura, and MFCR, LLC.~~

~~146.—Upon information and belief, Williams is an officer, member, or owner of CAT Exteriors and Spectrum.~~

CLAIMS FOR RELIEF

COUNT ONE

Avoidance, Recovery, and Preservation of Transfers Made Within the Ninety Day Period

Before the Petition Date

[11 U.S.C. §§ 547, 550, and 551]

~~147.101.~~ Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

~~148.102.~~ In the ninety-day period preceding the Petition Date, the Debtor made transfers of property or payments to one or more of the Oxford Knox Defendants (“90 Day Transfers”). The 90 Day Transfers to the Oxford Knox Defendants known to the Trustee as of the filing date are identified on hereto as **Exhibit 2**.

~~149.103.~~ The Debtor made the 90 Day Transfers to the Oxford Knox Defendants identified on the Exhibit on account of a debt owed to that particular Defendant or to Oxford Knox.

1 150.104. The 90 Day Transfers were made to or for the benefit of a creditor within the
2 meaning of 11 U.S.C. § 547(b)(1) because the 90 Day Transfers were payments made on account of
3 debts nominally owed by the Debtor.

4 151.105. A transfer of the Debtor's assets occurred when the 90 Day Transfers were
5 received by the particular Oxford Knox Defendant.

6 152.106. The 90 Day Transfers were made on account of antecedent debt nominally
7 owed by the Debtor to the recipient of the Transfer due to an "investment" or other document
8 evidencing indebtedness. The Debtor's payment obligations to the transferees constituted a "debt" (as
9 defined in the Bankruptcy Code).

10 153.107. The 90 Day Transfers occurred when the Debtor actually was insolvent.
11 However, Plaintiff is also entitled to the presumption of insolvency when the 90 Day Transfers were
12 made pursuant to 11 U.S.C. § 547(f).

13 154.108. The 90 Day Transfers were made in the ninety-day period before the Petition
14 Date.

15 155.109. To the extent any transfers were made by the Debtor to any Oxford Knox
16 Defendant within the ninety-day period preceding the Petition Date and are not identified herein,
17 Plaintiff reserves the right to avoid and recover such transfers pursuant to 11 U.S.C. §§ 547 and 550.

18 156.110. As the holder of an unsecured claim(s) or as party who has not filed a claim,
19 the payment of the 90 Day Transfers to one or more of the Oxford Knox Defendants enabled them to
20 recover more than they would have received if: (i) the Debtor's case was under chapter 7 of the
21 Bankruptcy Code; (ii) the 90 Day Transfers had not been made; and (iii) the debts owed to the Oxford
22 Knox Defendants that received the 90 Day Transfers were paid pursuant to the provisions of the
23 Bankruptcy Code. As evidenced by the Debtor's schedules filed in the underlying Bankruptcy Case,
24 as well as the proofs of claim that have been received to date, the Debtor's liabilities exceed its assets
25 to the point that unsecured creditors will not receive a full payout of their claims from the Debtor's
26 bankruptcy estate.

27 157.111. In accordance with the foregoing, the 90 Day Transfers are avoidable pursuant
28 to 11 U.S.C. § 547(b), and may be recovered and preserved for the benefit of the estate pursuant to

1 11 U.S.C. §§ 550 and 551.

2 **COUNT TWO**

3 **Avoidance, Recovery, and Preservation of Post-Petition Transfers**

4 **[11 U.S.C. §§ 549, 550, and 551]**

5 ~~158.112.~~ Plaintiff realleges and incorporates by reference each and every allegation
6 contained in the preceding paragraphs as though set forth in full herein.

7 ~~159.113.~~ This is an action to pursuant to 11 U.S.C. §§ 549 and 550 to avoid and recover
8 unauthorized post-petition transfers made by Debtor to any of the Oxford Knox Defendants (“Post-
9 Petition Transfers”).

10 ~~160.114.~~ To the extent any Post-Petition Transfers were made by the Debtor to any
11 Oxford Knox Defendant following the Petition Date and are not identified herein, Plaintiff reserves
12 the right to amend the Complaint to identify the Post-Petition Transfers and seek the avoidance and
13 recovery of them pursuant to 11 U.S.C. §§ 549 and 550.

14 ~~161.115.~~ Those Post-Petition transfers to Oxford Knox Defendants that are known to the
15 Trustee at this time are identified on **Exhibit 3** hereto.

16 **COUNT THREE**

17 **Avoidance of Debtor’s Execution of Repayment Agreement with Oxford Knox As a**
18 **Fraudulent Conveyance**

19 **[11 U.S.C. §§ 548(a)(1)(B), 550, and 551]**

20 ~~162.116.~~ Plaintiff realleges and incorporates by reference each and every allegation
21 contained in the preceding paragraphs as though set forth in full herein.

22 ~~163.117.~~ 11 U.S.C. § 548(a)(1)(B), in relevant part, permits a debtor or trustee to avoid
23 “any obligation ... incurred by the debtor, that was made or incurred on or within 2 years before the
24 date of the filing of the petition” if the debtor failed to receive reasonably equivalent value in exchange
25 for such transfer or obligation and if the debtor:

26 (I) was insolvent on the date that such transfer was made or such obligation was
27 incurred, or became insolvent as a result of such transfer or obligation;

28 (II) was engaged in business or a transaction, or was about to engage in business

1 or a transaction, for which any property remaining with the debtor was an unreasonably small
2 capital;

3 (III) intended to incur, or believed that the debtor would incur, debts that would be
4 beyond the debtor's ability to pay as such debts matured . . .

5 ~~164.118.~~ The Debtor executed the Repayment Agreement on or about April 15, 2022,
6 which was within Two-Years of the Petition Date.

7 ~~165.119.~~ On or after the date that the Repayment Agreement was executed, the Debtor
8 was or became indebted to the Prepetition Creditors.

9 ~~166.120.~~ The Repayment Agreement was executed while the Debtor:

- 10 a. was insolvent or became insolvent as a result;
11 b. was engaged or was about to engage in a transaction for which any property
12 remaining with Debtor was of unreasonably small capital; or
13 c. intended to incur, or believed that it would incur, debts beyond its ability to
14 pay as such debts matured.

15 ~~167.121.~~ The Debtor failed to receive reasonably equivalent value when it executed the
16 Repayment Agreement because the Repayment Agreement purported to consolidate debt owed to the
17 members of Oxford Knox into a single obligation of twenty-two million dollars (\$22,000,000.00).
18 Upon information and belief, the stipulated amount of debt is inflated as (i) the Debtor was not liable
19 for some of the debts allegedly owed to the members of Oxford Knox that were reduced to a sum
20 certain in the Repayment Agreement, (ii) the debts allegedly owed to the Members represented equity
21 investments in entities related to the Debtor that were subsequently treated as debt in the Repayment
22 Agreement; and/or (iii) the debts owed to the Members consolidated in the Repayment Agreement
23 arose from illegal or otherwise voidable transactions such as file purchases.

24 ~~168.122.~~ The Repayment Agreement's requirement that the Debtor pay Oxford Knox
25 the sum of ten million dollars (\$10,000,000.00) upon a sale of the business is additional evidence that
26 the debts the Members claimed to be owed were truly equity investments and not debt.

27 **COUNT FOUR**

28 **Avoidance, Recovery, and Preservation of Two-Year Transfers Made With Intent to Defraud**

[11 U.S.C. §§ 548(a)(1)(B), 550, and 551]

~~169.~~123. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

~~170.~~124. The Transfers were property of the Debtor's Estate prior to their conveyance to the one or more of the Oxford Knox Defendants. The Transfers to the Oxford Knox Defendants made within Two-Years of the Petition Date ("Two-Year Transfers") that are known to the Trustee are identified on **Exhibit 2** hereto and incorporated by reference herein.

~~171.~~125. When the Two-Year Transfers were made, the Debtor was or became indebted include the Prepetition Creditors.

~~172.~~126. The Two-Year Transfers occurred when the Debtor was insolvent or was rendered insolvent as a result of the Transfers.

~~173.~~127. The Two-Year Transfers to the Oxford Knox Defendants were made with actual intent to hinder, delay or defraud the creditors of Debtor because the Debtor was operating a Ponzi scheme which permits the Court to infer that the Debtor's intent was fraudulent within the meaning of 11 U.S.C. section 548(a)(1).

~~174.~~128. The Two-Year Transfers are avoidable as fraudulent pursuant to 11 U.S.C. §§ 548(a)(1)(A), 550, and 551 by one or more creditors who held and hold unsecured claims against Debtor that were and are allowable against Debtor's Estate under 11 U.S.C. § 502, or that were not and are not allowable only under 11 U.S.C. § 502(e), including, without limitation, the Prepetition Creditors.

~~175.~~129. The Two-Year Transfers should be avoided as fraudulent under 11 U.S.C. § 548(a)(1)(A), and such transferred property, or the value thereof, should be recovered and preserved for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551.

COUNT FIVE

Avoidance, Preservation, and Recovery of Constructively Fraudulent Two-Year Transfers

11 U.S.C. §§ 548(a)(1)(B), 550 & 551

~~176.~~130. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

1 ~~177.131.~~ The Two-Year Transfers were made within Two-Years before the Petition
2 Date.

3 ~~178.132.~~ Debtor did not receive reasonably value in exchange for the Two-Year
4 Transfers because (i) the Debtor was not liable on the debts originally owed to some Defendants, (ii)
5 the debts allegedly owed to one or more Defendants arose from equity investments in entities related
6 to the Debtor that were subsequently treated as the Debtor's debt.

7 ~~179.133.~~ The Two-Year Transfers were made at a time when Debtor was insolvent
8 and/or rendered insolvent by virtue of said transfers.

9 ~~180.134.~~ When the Two-Year Transfers occurred, Debtor's business was
10 undercapitalized, and Debtor was engaged in business for which its capital was unreasonably small.

11 ~~181.135.~~ When the Two-Year Transfers occurred, Debtor had incurred or was about to
12 incur debts that were beyond its ability to pay. The allegations in the preceding paragraphs are
13 supported by the fact that the Debtor was consistently borrowing money from merchant cash advance
14 lenders, purporting to sell the same groups of receivables to multiple parties, and as of August 2022
15 had begun a Ponzi scheme of borrowing through Spot On as discussed herein.

16 ~~182.136.~~ At the time each Two-Year Transfer was made, Debtor was indebted to one or
17 more creditors that held a claim against Debtor on the date of each Two-Year Transfer and on the
18 Petition Date.

19 ~~183.137.~~ Plaintiff alleges that Defendants did not receive the Two-Year Transfers in
20 good faith, for value, and without knowledge of their avoidability.

21 ~~184.138.~~ Each Defendant knew that the Debtor was a law firm who was required by law
22 to escrow client payments until earned. However, each Defendant demanded and received payment
23 from client payments that had not been earned because they were paid by the Debtor, Vulcan, and/or
24 Coast or were paid directly from a payment processor for the Debtor such that the funds were never
25 conveyed to the Debtor and placed in escrow.

26 ~~185.139.~~ Each Defendant had to know or should have known that they were being paid
27 with client funds that had not been placed into trust and been disbursed before they were earned.

28 ~~186.140.~~ Each Defendant knew or should have known that were receiving payment on

1 a debt that was not valid or enforceable at law to the extent it arose from an alleged “purchase” of
2 receivables related to the Debtor’s client files.

3 ~~187.141.~~ Based on the foregoing, Plaintiff may recover and preserve the avoided Two-
4 Year Transfers from Defendant as the initial transferee or, alternatively, as the subsequent transferee
5 for the benefit of the Estate under 11 U.S.C. §§ 550 and 551 from Defendant.

6 **COUNT SIX**

7 **Avoidance, Preservation, and Recovery of Transfers Made In the Past Four Years**

8 **11 U.S.C. §§ 544, 550, 551; Cal. Civ. Code §§ 3439.04(a)(2), 3439.05 and 3439.07**

9 ~~188.142.~~ Plaintiff realleges and incorporates by reference each and every allegation
10 contained in the preceding paragraphs as though set forth in full herein.

11 ~~189.143.~~ Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of
12 Debtor which are voidable under applicable law by an unsecured creditor of Debtor, including under
13 California Civil Code §§ 3439.04(a)(1) and 3439.05.

14 ~~190.144.~~ The Transfers occurred within four years prior to the Petition Date and are
15 identified on **Exhibit 2**.

16 ~~191.145.~~ On or after the date that such Transfer were made, entities to which Debtor was
17 or became indebted include the Prepetition Creditors.

18 ~~192.146.~~ Despite Debtor’s obligation to the Prepetition Creditors, Debtor made the
19 Transfers to Defendants.

20 ~~193.147.~~ The Transfers to Defendants were made with actual intent to hinder, delay or
21 defraud the creditors of Debtor as the Debtor was operating a Ponzi scheme.

22 ~~194.148.~~ Defendants’ conduct relating to the Transfers was done with oppression, fraud
23 and malice, as defined in California Civil Code section 3294, entitling Plaintiff to exemplary and
24 punitive damages.

25 ~~195.149.~~ The Transfers are avoidable as fraudulent pursuant to 11 U.S.C. § 544(b) and
26 Cal. Civ. Code §§ 3439.04(a)(1) and 3439.07 by one or more creditors who held and hold unsecured
27 claims against Debtor that were and are allowable against its Estate under 11 U.S.C. § 502 or that
28 were not and are not allowable only under 11 U.S.C. § 502(e), including, without limitation, the

1 Prepetition Creditors.

2 ~~196.150.~~ Accordingly, the Transfers should be avoided as fraudulent under 11 U.S.C.
3 §§ 544(b) and Cal. Civ. Code §§ 3439.04(a)(1) and 3439.07, and such transferred property, or the
4 value thereof, should be recovered and preserved for the benefit of the Estate pursuant to 11 U.S.C.
5 §§ 550 and 551 and Cal. Civ. Code § 3439.07.

6 ~~197.151.~~ Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of
7 Debtor which are voidable under applicable law by an unsecured creditor of Debtor, including under
8 California Civil Code §§ 3439.04(a)(2) and 3439.05.

9 ~~198.152.~~ Debtor did not receive reasonably equivalent value in exchange for the
10 Transfers. The Transfers were made to (i) entities that were not creditors of the Debtor, (ii) entities
11 that had made equity or other investments with the Debtor or in assets, and (iii) entities who claimed
12 to be owed far more than any value that was ever given to the Debtor.

13 ~~199.153.~~ At the time each Transfer was made, Debtor was engaged or was about to
14 engage in a business or a transaction for which the remaining assets of Debtor were unreasonably
15 small in relation to the business or transaction.

16 ~~200.154.~~ At the time each Transfer was made, Debtor intended to incur, or believed or
17 reasonably should have believed that Debtor would incur, debts beyond Debtor's ability to pay as
18 they became due.

19 ~~201.155.~~ At the time each Transfer was made, Debtor was indebted to one or more
20 creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

21 ~~202.156.~~ The Transfers were made at a time when Debtor was insolvent and/or rendered
22 insolvent by virtue of said transfers.

23 ~~203.157.~~ Plaintiff alleges that Defendants did not receive the Transfers in good faith, for
24 value, and without knowledge of their avoidability.

25 ~~204.158.~~ Each Defendant knew that the Debtor was a law firm who was required by law
26 to escrow client payments until earned. However, each Defendant demanded and received payment
27 from client payments that had not been earned because they were paid by the Debtor, Vulcan, and/or
28 Coast or were paid directly from a payment processor for the Debtor such that the funds were never

placed in trust.

~~205.159.~~ Each Defendant had to know or should have known that they were being paid with client funds that had not been placed into trust and been disbursed before they were earned.

~~206.160.~~ Based on the foregoing, Plaintiff may avoid the Transfers pursuant to 11 U.S.C. § 544 and California Civil Code §§ 3439.04(a)(2) and 3439.05.

~~207.161.~~ Based on the foregoing, Plaintiff may recover and preserve the Transfers from the Defendants as the initial transferee or, alternatively, as the subsequent transferee for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551, and Cal. Civ. Code § 3439.07.

~~208.162.~~

~~209.163.~~

~~210.164.~~

COUNT SEVEN

Avoidance, Recovery, and Preservation of Transfers Made in the Past Four Years

[11 U.S.C. §§ 544(b), 550, and 551; Cal. Civ. Code §§ 3439.05, and 3439.07]

~~208.162.~~ Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

~~209.163.~~ Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor which are voidable under applicable law by an unsecured creditor of Debtor, including under California Civil Code §§ 3439.04(a)(2) and 3439.05.

~~210.164.~~ The Transfers were made within four years of the Petition Date are identified on **Exhibit 2** and incorporated as if set forth herein.

~~211.165.~~ Debtor did not receive reasonably equivalent value in exchange for the Transfers as (i) the Debtor was not liable on the debts originally owed to some Defendants, (ii) the debts allegedly owed to one or more Defendants arose from equity investments in entities related to the Debtor that were subsequently treated as the Debtor's debt.

~~212.166.~~ The Transfers were made at a time when Debtor was insolvent and/or rendered insolvent by virtue of said transfers.

1 ~~213.167.~~ At the time each Transfer was made, Debtor was engaged or was about to
2 engage in a business or a transaction for which the remaining assets of Debtor were unreasonably
3 small in relation to the business or transaction.

4 ~~214.168.~~ At the time each Transfer was made, Debtor intended to incur, or believed or
5 reasonably should have believed that Debtor would incur, debts beyond Debtor's ability to pay as
6 they became due.

7 ~~215.169.~~ At the time each Transfer was made, Debtor was indebted to one or more
8 creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

9 ~~216.170.~~ Plaintiff alleges that Defendants did not receive the Transfers in good faith, for
10 value, and without knowledge of their avoidability.

11 ~~217.171.~~ Each Defendant knew that the Debtor was a law firm who was required by law
12 to escrow client payments until earned.

13 ~~218.172.~~ Each Defendant had to know or should have known that they were being paid
14 with client funds that had not been placed into trust and been disbursed before they were earned.

15 ~~219.173.~~ Based on the foregoing, Plaintiff may avoid the Transfers pursuant to
16 11 U.S.C. § 544 and California Civil Code §§ 3439.04(a)(2) and 3439.05.

17 ~~220.174.~~ Based on the foregoing, Plaintiff may recover and preserve the Transfers from
18 the Defendants as the initial transferee or, alternatively, as the subsequent transferee for the benefit
19 of the Estate pursuant to 11 U.S.C. §§ 550 and 551, and Cal. Civ. Code § 3439.07.

20 **COUNT EIGHT**

21 **Avoidance, Recovery, and Preservation of Fraudulent Transfers Made to or for the Benefit of**
22 **Defendants Gilani and Dovalina Arising from use of American Express Card**

23 **[11 U.S.C. §§ 548(a)(1)(A), 548(a)(1)(B), and 550]**

24 ~~221.175.~~ Plaintiff realleges and incorporates by reference each and every allegation
25 contained in the preceding paragraphs as though set forth in full herein.

26 ~~222.176.~~ On or about November 28, 2021 the Debtor applied for a business platinum
27 card from American Express ("AmEx").

28 ~~223.177.~~ AmEx granted the Debtor's application and opened a credit line ending in 8-

1 51001 (“Account”) in the name of “LPG PC.” AmEx issued cards to three individuals on this
2 Account: Dovalina, Gilani, and Diab.

3 [224.178.](#) From the opening of the Account in early 2022 to May and June 2022, Gilani
4 regularly charged hundreds of thousands of dollars to the Account each month.

5 [225.179.](#) While some charges to the Account may have been related to the Debtor and
6 its operations, most of the charges do not appear to have benefitted the Debtor or were not incurred
7 for the Debtor.

8 [226.180.](#) Upon information and belief, Gilani regularly charged hundreds of thousands
9 of dollars on the Account each month to pay vendors that do not appear to have done any work for
10 the Debtors.

11 [227.181.](#) Other expenses charged to the Account by Dovalina and/or Gilani appear
12 personal in nature such as charges at clothing stores, tours/tickets, and dining.

13 [228.182.](#) The charges made by each cardholder were itemized separately on the
14 statements from American Express. The monthly charges on the Account for Dovalina and Gilani are
15 stated below.

Statement Closing Date	Gilani	Dovalina
01.19.2022	\$14,812.41	\$1,593.83
02.16.2022	\$215,948.66	\$2,146.22
03.18.2022	\$207,846.79	\$1,413.61
04.18.2022	\$7,349.69	\$3,088.72
05.19.2022	\$29.98	\$94.55
	\$445,987.53	\$8,336.93

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22 [229.183.](#) The Debtor made payments on the Account to American Express. The
23 payments from the Debtor to American Express to pay for all charges on the Account are identified
24 on **Exhibit 5.**

25 [230.184.](#) A significant portion of the payments to Am Ex were made to or for the benefit
26 of Gilani and/or Dovalina and provided no benefit to the Debtor. The portion of the total payments
27 made to AmEx that were made to pay for charges made to or for the benefit of Gilani and/or Dovalina
28 are referred to herein as the “AmEx Transfers.”

1 ~~234.~~185. The AmEx Transfers were made to or for the benefit of Gilani and/or Dovalina
2 to the extent they paid American Express for charges made to the Account that were only or primarily
3 for the benefit of Gilani and/or Dovalina.

4 ~~232.~~186. The funds used to make the AmEx Transfers were property of the Debtor's
5 Estate prior to their conveyance to American Express.

6 ~~233.~~187. The AmEx Transfers occurred within the Two-Years prior to the Petition Date.

7 ~~234.~~188. On or after the date that the AmEx Transfers were made the Debtor was or
8 became indebted include the Prepetition Creditors.

9 ~~235.~~189. The AmEx Transfers occurred when the Debtor was insolvent or was rendered
10 insolvent as a result of the AmEx Transfers.

11 ~~236.~~190. The AmEx Transfers were made with actual intent to hinder, delay or defraud
12 the creditors of Debtor because the Debtor was operating a Ponzi scheme which permits the Court to
13 infer that the Debtor's intent was fraudulent within the meaning of 11 U.S.C. section 548(a)(1).

14 ~~237.~~191. Debtor did not receive reasonably value in exchange for the AmEx Transfers
15 as Gilani and Dovlina were the parties that made charges on the Account for their personal benefit.

16 ~~238.~~192. When the AmEx Transfers occurred, Debtor's business was undercapitalized
17 and Debtor was engaged in business for which its capital was unreasonably small.

18 ~~239.~~193. When the AmEx Transfers occurred, Debtor had incurred or was about to incur
19 debts that were beyond its ability to pay. The allegations in the preceding paragraphs are supported
20 by the fact that the Debtor was having to borrow money regularly from merchant cash advance lenders
21 and to accept "investments" from third parties in exchange for promised future returns.

22 ~~240.~~194. At the time each AmEx Transfer was made, Debtor was indebted to one or
23 more creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

24 ~~241.~~195. Based on the foregoing, the AmEx Transfers were constructively fraudulent as
25 to the Debtor's creditors to the extent they were made to or for the benefit of Gilani and/or Dovalina.

26 ~~242.~~196. Based on the foregoing, Plaintiff may avoid, preserve, and recover the avoided
27 AmEx Transfers from Gilani and Dovalina pursuant to 11 U.S.C. §§ 548(a)(1)(A) and (B); 550 and
28 551.

COUNT NINE

Objection to Proof of Claim No. 818 of Oxford Knox, LLC

[11 U.S.C. § 502(b) and (d)]

243-197. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

244-198. 11 U.S.C. § 502(b) permits a Bankruptcy Court to determine the amount of a proof of claim following the filing of an objection.

245-199. The Trustee has asked the Court to avoid the Debtor's execution of the Repayment Agreement as a fraudulent conveyance pursuant to 11 U.S.C. § 548. The Repayment Agreement is the basis for Oxford Knox's Claim.

246-200. If the Trustee's avoidance action is successful, the Repayment Agreement would not be enforceable against the Estate.

247-201. The Oxford Knox Claim is also objected to and is subject to disallowance pursuant to 11 U.S.C. § 502(d) because Oxford Knox and its members that created the Claim received transfers that are avoidable under 11 U.S.C. §§ 544, 547, 548, and/or 549.

248-202. The amount of the amount of the transfers identified herein has not been returned to the Estate.

On All Claims for Relief:

1. Avoiding the Debtor's obligations under the Agreement and avoiding recovering, and preserving the Payments to the Defendant in such amounts as the Court may determine ("AmEx Transfers");
2. Awarding pre-judgment and post-judgment as permitted;
3. Granting any other and such further relief as the Court deems just and proper.
4. Awarding attorneys' fees as provided by contract or applicable law;
5. Awarding costs of suit incurred here; and
6. Granting any other and further relief as the Court deems just and proper.

On the First and Second Claims for Relief:

1. Avoiding, recovering, and preserving the 90 Day Transfers and Post-Petition

Transfers to the Defendants in such amounts as the Court may determine pursuant to applicable law;

On the Third Claim for Relief:

2. Avoiding and preserving the Debtor's execution of the Repayment Agreement as a fraudulent conveyance pursuant to 11 U.S.C. §§ 548, 550, and 551 for the reasons stated herein;

On the Fourth Through Eight Claims for Relief:

3. Avoiding, recovering, and preserving the Transfers to the Defendants in such amounts as the Court may determine pursuant to applicable law;

On the Ninth Claim for Relief:

4. Sustaining the Plaintiff's Objection to the Claim of Oxford Knox for the reasons stated herein;

On All Claims for Relief:

5. Awarding punitive and exemplary damages according to proof;
6. Awarding pre-judgment interest at the maximum legal rate;
7. Awarding post-judgment interest at the maximum legal rate from the date of the last Transfer until the judgment is paid in full;
8. Awarding costs of suit incurred herein; and
9. Granting any other and further relief as the Court deems just and proper.

Dated: ~~August 6, 2025~~ ~~July 15, 2025~~

Respectfully submitted,

DINSMORE & SHOHL LLP

By: /s/ Tyler Powell
Tyler Powell [pro hac vice]
Yosina M. Lissebeck
Special Counsel to Richard A. Marshack, Trustee of
the LPG Liquidation Trust

PROOF OF SERVICE

I am over the age of 18 and not a party to this case. My business address is **655 W. Broadway, Suite 800, San Diego, California 92101.**

True and correct copies of the foregoing documents:

STIPULATION OF PLAINTIFF RICHARD A. MARSHACK, TRUSTEE OF THE LPG LIQUIDATION TRUST AND CERTAIN DEFENDANTS: (I) ALLOWING AMENDMENT OF COMPLAINT; (II) DISMISSING CERTAIN DEFENDANTS WITHOUT PREJUDICE; (III) EXTENDING REMAINING DEFENDANTS' TIME TO ANSWER AND OTHER DEADLINES; AND (IV) RESCHEDULING STATUS CONFERENCE FROM AUGUST 21, 2025 TO SEPTEMBER 2, 2025

will be served in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 7, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Leslie A Cohen** - leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;
bryn@lesliecohenlaw.com
- **Yosina M Lissebeck** - yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com;
ayrton.celentino@dinsmore.com
- **Richard A Marshack (TR)** - pkraus@marshackhays.com, ecf.alert+Marshack@titlexi.com
- **Tyler Powell** - tyler.powell@dinsmore.com, lydia.tharp@dinsmore.com;
wendy.yones@dinsmore.com
- **United States Trustee (SA)** - ustregion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **August 7, 2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**The Honorable Scott C. Clarkson
United States Bankruptcy Court
Ronald Reagan Federal Building & Courthouse
411 West Fourth Street, Suite 5130 / Courtroom 5C
Santa Ana, CA 92701-4593**

**Bae Enterprises, Inc.
Attn: Cloud Peak Law, LLC, Registered Agent
1095 Sugarview Drive, Suite 500
Sheridan, WY 82801**

3. BY ELECTRONIC MAIL: On **August 7, 2025**, I caused such documents described herein to be sent to the person(s) at the e-mail addresses listed below. I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

David M. Goodrich, Esq.
Jeffrey I. Golden, Esq.
GOLDEN GOODRICH LLP
3070 Bristol St., Ste 640
Costa Mesa, CA 92626
dgoodrich@go2.law
jgolden@go2.law

Attorneys for Defendants listed in Exhibit 1

4. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 7, 2025

Wendy A. Yones

/s/ Wendy A. Yones

Date

Printed Name

Signature

Exhibit 7

1 Christopher Celentino (SBN 131688)
2 Yosina M. Lissebeck (SBN 201654)
3 **DINSMORE & SHOHL LLP**
4 655 West Broadway, Suite 800
5 San Diego, CA 92101
6 Tel: (619) 400-0500
7 Fax: (619) 400-0501
8 christopher.celentino@dinsmore.com
9 yosina.lissebeck@dinsmore.com

6 Tyler Powell (Ky. Bar No. 90520 – Admitted pro hac vice)
7 **DINSMORE & SHOHL, LLP**
8 100 West Main Street, Suite 900
9 Lexington, KY 40507
10 Tel: (859) 425-1046
11 Fax: (859) 425-1099
12 tyler.powell@dinsmore.com

10 Attorneys for Richard A. Marshack,
11 Trustee of the LPG Liquidation Trust

12 **UNITED STATES BANKRUPTCY COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

14 In re:

15 The Litigation Practice Group P.C.,

16 Debtor.

17 Richard A. Marshack, Trustee of the LPG
18 Liquidation Trust,

19 Plaintiff,

20 v.

21 Oxford Knox, LLC, a Delaware limited liability
22 company; Buffalo 21 Partners, Inc., a Wyoming
23 corporation; Jason Dovalina, individually; Rachel
24 Dovalina, individually; Syed Faisal Gilani aka Sye
25 Gilani, individually; BAE Enterprises, Inc., a
26 Wyoming corporation; Samson Ly, individually;
27 BEW Solar Management, LLC, a California
28 limited liability company; Lexicon Consulting,
LLC, a Colorado limited liability company; United
Partnerships, LLC, a Florida limited liability
company; Ventura Consulting, LLC, a Nevada
limited liability company; Matthew Church,
individually; Frank Brown, individually;
Validation, LLC, a terminated California limited

Chapter 11

Case No.: 8:23-bk-10571-SC

Adv. No: 8:25-ap-01208-SC

**TRUSTEE'S SECOND AMENDED
COMPLAINT FOR:**

**(1) AVOIDANCE, RECOVERY, AND
PRESERVATION OF PREFERENTIAL
TRANSFERS MADE TO OR FOR
CERTAIN DEFENDANTS MADE WITHIN
NINETY DAYS OF THE PETITION DATE;**

**(2) AVOIDANCE, RECOVERY, AND
PRESERVATION OF POST-PETITION
TRANSFERS MADE TO OR FOR THE
BENEFIT OF CERTAIN DEFENDANTS;**

**(3) AVOIDANCE OF DEBTOR'S
EXECUTION OF REPAYMENT
AGREEMENT WITH DEFENDANT
OXFORD KNOX, LLC PURSUANT TO 11
U.S.C. §§ 548(a), 550, AND 551;**

**(4) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFER(S) PURSUANT TO 11 U.S.C. §§**

1 liability company; Spectrum Payment Solutions,
2 LLC, a California limited liability company; Home
3 Energy Solutions, Inc., a California corporation;
4 JNR Services, Inc., a California corporation;
5 C.A.T. Exteriors, Inc., an Arizona corporation;
6 AZLS Enterprises, Inc, a California corporation;
7 and INVESTLINC Wealth Services, Inc., a
8 California corporation.

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Defendants.

548(a)(1), 550, AND 551;

**(5) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFER(S) PURSUANT TO 11 U.S.C. §§
548(a)(2), 550, AND 551;**

**(6) AVOIDANCE, PRESERVATION, AND
RECOVERY OF VOIDABLE TRANSFERS
MADE WITH INTENT TO DEFRAUD [11
U.S.C. §§ 544, 550, 551; CAL. CIV. CODE §§
3439.04(a)(1) AND 3439.07];**

**(7) AVOIDANCE, PRESERVATION,
AND RECOVERY OF VOIDABLE
TRANSFERS MADE WITH NO INTENT
TO DEFRAUD [11 U.S.C. §§ 544, 550, 551;
CAL. CIV. CODE §§ 3439.04(a)(2), 3439.05,
AND 3439.07];**

**(8) AVOIDANCE, RECOVERY, AND
PRESERVATION OF FRAUDULENT
TRANSFERS MADE TO OR FOR THE
BENEFIT OF DEFENDANTS GILANI AND
DOVALINA ARISING FROM USE OF
AMERICAN EXPRESS CARD; and**

**(9) OBJECTION TO PROOF OF CLAIM
NO. 818 OF OXFORD KNOX, LLC**

Honorable Scott C. Clarkson
Dept. 5C

For his *Second Amended Complaint* for: (1) Avoidance, recovery, and preservation of
preferential transfers made to or for certain defendants made within ninety days of the petition date;
(2) Avoidance, recovery, and preservation of Post-Petition transfers made to or for certain
defendants; (3) Avoidance of Debtor's execution of repayment agreement with defendant Oxford
Knox, LLC pursuant to 11 U.S.C. §§548(a), 550, and 551; (4) Avoidance, rrecovery, and preservation
of fraudulent transfers(s) pursuant to 11 U.S.C. §§548(a)(1), 550, and 551; (5) Avoidance, recovery,
and preservation of fraudulent transfer(s) to 11 U.S.C. §§548(a)(2), 550, and 551; (6) Avoidance,
preservation, and recovery of voidable transfers made with intent to defraud [11 U.S.C. §§544, 550,
551; Cal. Civ Code §§3439.04(a)(1) and 3439.07;] (7) Avoidance, preservation, and recovery of

1 *voidable transfers made with no intent to defraud [11 U.S.C. §§544, 550, 551; Cal. Civ. Code*
2 *§§3439.04(a)(2), 3439.05, and 3439.07]; (8) Avoidance, recovery, and preservation of fraudulent*
3 *transfers made to or for the benefit of Defendants Gilani and Dovalina arising from use of American*
4 *Express Card; and (9) Objection to Proof of Claim No. 818 of Oxford Knox, LLC (the “Complaint”),*
5 plaintiff Richard A. Marshack, the former Chapter 11 Trustee for the bankruptcy estate (“Estate”) of
6 debtor The Litigation Practice Group P.C. (“Debtor” or “LPG”) and Trustee of the LPG Liquidation
7 Trust (collectively, “Trustee” or “Plaintiff”) in the above-captioned bankruptcy case (the “Bankruptcy
8 Case”), alleges and avers as follows:

9 **STATEMENT OF JURISDICTION, NATURE OF PROCEEDING, AND VENUE**

10 1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 157(b)(2)(A),
11 (E), (H) and (O), 1334(b), and General Order No. 13-05 of the District Court for the Central District
12 of California because this is a core proceeding arising in and/or related to the Bankruptcy Case,
13 which is a case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), and
14 which is pending in the United States Bankruptcy Court for the Central District of California, Santa
15 Ana Division (the “Court”).

16 2. Regardless of whether this proceeding is core, non-core, or otherwise, the Plaintiff
17 consents to the entry of a final order and judgment by the Bankruptcy Court.

18 3. Defendants are hereby notified that Rule 7008 of the Federal Rules of Bankruptcy
19 Procedure requires them to plead whether consent is given to the entry of a final order and judgment
20 by the bankruptcy court.

21 4. Venue of this adversary proceeding properly lies in this judicial district pursuant to 28
22 U.S.C. § 1409(a) because this proceeding is related to the Debtor’s pending Bankruptcy Case.

23 **THE PARTIES**

24 5. Debtor LPG is, and at all material times was, a professional corporation organized,
25 existing, and in good standing under the laws of the State of California, with its principal place of
26 business in Tustin, California.

27 6. Defendant Oxford Knox, LLC is, and at all material times represented that it was, a
28 Delaware - domestic limited liability company (“Oxford Knox”).

1 7. Defendant Oxford Knox may be served by first class mail postage prepaid upon its
2 Partnership Representative: Richard R. Emmett, 251 Little Falls Drive, Wilmington, Delaware 19808.

3 8. Defendant Buffalo 21 Partners, Inc. is, and at all material times represented that it was,
4 a Wyoming - domestic corporation, ("Buffalo 21").

5 9. Defendant Buffalo 21 may be served by first class mail postage prepaid upon its CEO:
6 Richard R. Emmett, 1309 Coffeen Avenue, Suite 1200, Sheridan, Wyoming 82801.

7 10. Defendant Jason Dovalina is, and at all material times represented that he was, an
8 individual residing in the state of California ("Jason Dovalina").

9 11. Defendant Jason Dovalina, may be served by first class mail postage prepaid upon
10 himself; 128 W. Santa Fe Avenue, Suite C, Placentia, California 92870-5632.

11 12. Defendant Rachel Dovalina is, and at all material times represented that she was, an
12 individual residing in the state of California ("Rachel Dovalina").

13 13. Defendant Rachel Dovalina, may be served by first class mail postage prepaid upon
14 herself; 736 Oceanview Drive, Fullerton, California 92832.

15 14. Defendant Syed Faisal Gilani aka Sye Gilani is, and at all material times represented
16 that he was, an individual residing in the state of California ("Gilani").

17 15. Defendant Gilani may be served by first class mail postage prepaid upon himself: 7651
18 Greenock Way, Riverside, California 92508.

19 16. Defendant Bae Enterprises, Inc. is, and at all material times represented that it was, a
20 Wyoming - domestic corporation ("Bae Enterprises").

21 17. Defendant Bae Enterprises may be served by first class mail postage prepaid upon its
22 registered agent: Cloud Peak Law, LLC, 1095 Sugarview Drive, Suite 500, Sheridan, Wyoming
23 82801.

24 18. Defendant Samson Ly is, and at all material times represented that he is a resident of
25 California ("Ly").

26 19. Defendant Ly may be served by first class mail postage prepaid upon himself: 208 S.
27 Moore Avenue, Apt. D, Monterey Park, California 91754.

28 20. Defendant BEW Solar Management, LLC is, and at all material times represented that

1 it was, a California – domestic limited liability company (“BEW Solar”).

2 21. Defendant BEW Solar may be served by first class mail postage prepaid upon its
3 manager: Sean M. Stephens, 2560 N. Synergy Avenue, Eagle, Idaho 83616.

4 22. Defendant Lexicon Consulting, LLC is, and at all material times represented that it
5 was, a Colorado limited liability company (“Lexicon”).

6 23. Defendant Lexicon may be served by first class mail postage prepaid upon its
7 registered agent: Vanghagen Law, PC, 44 Cook Street, Suite 110 Denver CO 80206.

8 24. Defendant United Partnerships, LLC. is, and all material times represented that it was,
9 a Florida limited liability company (“United Partnerships”).

10 25. Defendant United Partnerships may be served by first class mail postage prepaid upon
11 its registered agent: Frank Brown, 215 New River Drive East 910, Fort Lauderdale, FL 33301.

12 26. Defendant Ventura Consulting, LLC is, and at all material times represented that it
13 was, a Nevada - domestic limited liability company (“Ventura”).

14 27. Defendant Ventura may be served by first class mail postage prepaid upon its member
15 Matthew Church; 708 Grandview Avenue, Fullerton, California 92832 and/or 10620 Southern
16 Highlands Parkway, Suite 110-18, Las Vegas, Nevada 89141.

17 28. Defendant Matthew Church is, and at all material times represented that he was an
18 individual residing in the states of California and Nevada (“Church”).

19 29. Defendant Church may be served by first class postage prepaid upon himself; 708
20 Grandview Avenue, Fullerton, California 92832 and 10620 Southern Highlands Parkway, Suite 110-
21 18, Las Vegas, Nevada 89141.

22 30. Defendant Frank Brown is, and at all material times represented that he was an
23 individual residing in the state of Nevada (“Brown”).

24 31. Defendant Brown may be served first class postage prepaid upon himself: and 10620
25 Southern Highlands Parkway, Suite 110-18, Las Vegas Nevada 89141 and 10881 Pentland Downs
26 Street, Las Vegas, Nevada 89141.

27 32. Defendant Validation, LLC is currently a terminated California limited liability
28 company that dissolved on September 19, 2022 (“Validation”).

1 33. Defendant Validation may be served by first class mail postage prepaid delivered to its
2 last registered agent Matthew Church at either 708 Grandview Avenue, Fullerton, California 92832
3 and 10620 Southern Highlands Parkway, Suite 110-18, Las Vegas, Nevada 89141.

4 34. Defendant Spectrum Payment Solutions, LLC is, and at all material times represented
5 that it was, a California – domestic limited liability company (“Spectrum”).

6 35. Defendant Spectrum may be served by first class mail postage prepaid upon its agent
7 Samson Ly; 208 S. Moore Avenue, Apt. D, Monterey Park, California 91754.

8 36. Defendant Home Energy Solutions, Inc. is, and at all material times represented that it
9 was a California – domestic corporation (“Home Energy”).

10 37. Defendant Home Energy may be served by first class mail postage prepaid upon its
11 Financial Manager: Rick R. Emmett, 300 S. Harbor Boulevard., Suite 1000, Anaheim, California
12 92805.

13 38. Defendant JNR Services, Inc. is, and at all material times represented that it was a
14 California – domestic corporation (“JNR”).

15 39. Defendant JNR may be served by first class mail postage prepaid upon its agent Rick
16 R. Emmett; 10 Pointe Drive, Suite 150, Brea, California 92821.

17 40. Defendant C.A.T. Exteriors, Inc. is, and at all material times represented that it was an
18 Arizona – domestic corporation (“CAT Exteriors”).

19 41. Defendant CAT Exteriors may be served by first class mail postage prepaid upon its
20 agent Rick R. Emmett: 10 Pointe Drive, Suite 150, Brea, California 92821.

21 42. Defendant AZLS Enterprises Inc. is, and at all material times represented that it was a
22 California – domestic corporation (“AZLS”).

23 43. Defendant AZLS may be served by first class mail postage prepaid upon its agent: Hee
24 S. Noh, 9 Traditional Place, Irvine, California 92602.

25 44. Defendant Investlinc Wealth Services, Inc. is, and at all material times represented that
26 it was a California – domestic corporation (“Investlinc”).

27 45. Defendant InvestLinc may be served by first class mail postage prepaid upon its agent:
28 West A. Cohan, 10 Pointe Drive, Suite 150, Brea, California 92821.

46. Unless separately identified herein, all of the Defendants will collectively be referred to herein as the “Oxford Knox Defendants.”

GENERAL ALLEGATIONS

A. The Bankruptcy Case

47. On March 20, 2023 (“Petition Date”), Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, commencing the Bankruptcy Case.

48. The Office of the United States Trustee (“UST”) filed its *Motion by United States Trustee to Dismiss or Convert Case Pursuant to 11 U.S.C. § 1112(b)* [Bankr. Docket No. 21] and creditors Debt Validation Fund II, LLC; MC DVI Fund 1, LLC; and MC DVI Fund 2, LLC filed the *Motion by DVF and MC DVI to Dismiss Chapter 11 Case Pursuant to 11 U.S.C. §§ 105, 305, 349, & 1112, or in the Alternative Convert This Case to Chapter 7 or Appoint a Trustee* [Bankr. Docket No. 44]. On May 4, 2023, the Court entered its *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Bankr. Docket No. 58].

49. Pursuant to the *Acceptance of Appointment as Chapter 11 Trustee* [Bankr. Docket No. 63], on May 8, 2023, Trustee accepted his appointment as the Chapter 11 Trustee in the Bankruptcy Case. The Court approved the Trustee’s appointment in its *Order Approving the U.S. Trustee’s Application for the Appointment of a Chapter 11 Trustee* [Docket No. 65].

50. Trustee was not appointed until after events of the case and, therefore, bases these allegations on information and belief. *Soo Park v. Thompson*, 851 F.3d 910, 928 (9th Cir. 2017) (“The *Twombly* plausibility standard . . . does not prevent a plaintiff from pleading facts alleged upon information and belief where the facts are peculiarly within the possession and control of the defendant or where the belief is based on factual information that makes the inference of culpability plausible.”); *Miller v. City of Los Angeles*, 2014 U.S. Dist. LEXIS 198871, 2014 WL 12610195, at *5 (C.D. Cal. Aug. 7, 2014) (recognizing that the plaintiff’s “information and belief” pleading was allowed and “necessary at times”); *see also Mireskandari v. Daily Mail and General Trust PLC*, 2013 U.S. Dist. LEXIS 194437, 2013 WL 12129642, at *4 (C.D. Cal. July 31, 2013) (“The Federal Rules of Civil Procedure allow parties to plead facts on ‘information and belief’ if the facts ‘will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.’” (citations

omitted)).

51. Pursuant to the *Order Confirming Modified First Amended Joint Chapter 11 Plan of Liquidation* entered September 9, 2024, and the *Notice of Occurrence of Effective Date of Modified First Amended Joint Chapter 11 Plan of Liquidation* filed September 24, 2024, Richard A. Marshack became the Liquidating Trustee of the LPG Liquidation Trust, effective September 24, 2024. [Bankr. Docket Nos. 1646 & 1762].

52. Plaintiff brings this action solely in his capacity as the Liquidating Trustee of the LPG Liquidation Trust, for the benefit of Debtor's Estate and its creditors.

B. Protective Order

53. On or about May 2, 2024, Plaintiff filed that certain Notice and Motion for Entry of Protective Order (the "Protective Order").

54. On June 3, 2024, the Court entered its *Order Granting Motion for Entry of Protective Order and the Protective Order* [Bankr. Docket No. 1270] (the "Protective Order"). A true and accurate copy of the Protective Order is attached as **Exhibit 1**, and incorporated herein.

55. By its own terms, the Protective Order applies to this adversary proceeding and governs all discovery conducted herein.

C. LPG's Ownership and Management

56. Prior to the Petition Date, LPG operated a law firm for consumers across the country who sought assistance in contesting or resolving debts they would identify. At all relevant times, LPG was controlled and operated by the individual named Tony Diab ("Diab").

57. The consumers would pay LPG over a period of time via monthly debits from their bank accounts.

58. The monthly payments were meant to cover all legal services LPG provided to the consumers including validation of the debts, review of documents to determine enforceability, and court appearances to halt lawsuits to obtain judgments.

59. In certain instances, LPG would file a lawsuit in an effort to eliminate a disputed debt or to prosecute affirmative claims held by the consumers.

60. LPG mismanaged the consumers' monthly payments.

1 defraud future undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme.
2 Indeed, no other reasonable inference is possible. A Ponzi scheme cannot work forever. The investor
3 pool is a limited resource and will eventually run dry. The perpetrator must know that the scheme will
4 eventually collapse as a result of the inability to attract new investors. The perpetrator nevertheless
5 makes payments to present investors, which, by definition, are meant to attract new investors. He must
6 know all along, from the very nature of his activities, that investors at the end of the line will lose
7 their money. Knowledge to a substantial certainty constitutes intent in the eyes of the law,” *cf.*
8 *Restatement (Second) of Torts § 8A* (1963 & 1964), and a debtor’s knowledge that future investors
9 will not be paid is sufficient to establish his actual intent to defraud them. *Kirkland v. Rund (In re*
10 *EPD Inv. Co., LLC)*, 114 F.4th 1148, 1153 (9th Cir. 2024) (by definition Ponzi scheme is destined to
11 fail and the swindler and their entities often end in bankruptcy or equitable receivership); *Cf. Coleman*
12 *Am. Moving Servs., Inc. v. First Nat’l Bank & Trust Co. (In re American Properties, Inc.)* 14 B.R.
13 637, 643 (Bankr. D. Kan. 1981) (intentionally carrying out a transaction with full knowledge that its
14 effect will be detrimental to creditors is sufficient for actual intent to hinder, delay or defraud within
15 the meaning of § 548(a)(1)).” *Merrill v. Abbott (In re Independent Clearing House Co.)* (D. Utah
16 1987) 77 B.R. 843, 860. A trustee in bankruptcy is not required to show that an operator of a Ponzi
17 scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co., LLC*, 114
18 F.4th at 1153 (“[a] trustee’s action to recover assets fraudulently conveyed in the course of a Ponzi
19 scheme does not require that the trustee also prove the Ponzi-scheme operator was subjectively aware
20 his Ponzi scheme was destined to fail.”).

21 69. “But if all the debtor receives in return for a transfer is the use of the defendant’s money
22 to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to share. In fact, by
23 helping the debtor perpetuate his scheme, the transfers exacerbate the harm to creditors by increasing
24 the amount of claims while diminishing the debtor’s estate. In such a situation, the use of the
25 defendant’s money cannot objectively be called ‘reasonably equivalent value.’” *In re Independent*
26 *Clearing House Co.* 77 B.R. at 859. Therefore, “[t]he trustee can avoid the transfers if they were
27 preferential or fraudulent. Transfers to investors in a Ponzi scheme are preferential and fraudulent.
28 Therefore, they constitute “property of the estate,” and the trustee can recover them. *Id.* at 853 n.17

(citations omitted).

70. Diab improperly used Debtor to operate a Ponzi scheme that utilized affiliates and several other entities as investors to continue its unlawful business practices by using funds provided by current investors to attract new investors hoping for very high returns. Therefore, the Debtor was running a Ponzi scheme and the Ponzi Scheme Presumption can be utilized to infer that the Debtor had the intent to defraud investors within the meaning of 11 U.S.C. section 548(a)(1). This is evidenced by the Court in this Bankruptcy Case declaring that Debtor was operating a Ponzi scheme when it stated the following:

It is important to note that this Court has never received any significant and trustworthy evidence that Debtor accomplished meaningful results for its clients, but only anecdotal examples of viable success for its clients. By reviewing the Estate's claims register, there is evidence of consumer claims for the fraud and demanded undelivered refunds of approximately \$500 million. There is ample evidence that the pre-petition Debtor never placed the collected funds into an attorney-client trust account, and that Debtor or its principals simply looted the payments received through the client automatic withdrawals, stiffing both the clients and outside attorneys who may have been working on client cases with the hopes of being paid. There is also evidence before the Court that Debtor was running a Ponzi scheme and paying some outside (or "network") attorneys with funds obtained from new clients. In this case, it appears that some of the "lenders" may have been serving as "investors," hoping for very high returns before "the music stopped." The Ninth Circuit has recently explained, "[b]y definition, a Ponzi scheme is destined to fail because the pool of available investors is not limitless. When the Ponzi scheme operator's pool of investors inevitably runs dry, the scheme collapses and the swindler and their entities often end up in bankruptcy or equitable receivership. *See generally* David R. Hague, *Expanding the Ponzi Scheme Presumption*, 64 DePaul L. Rev. 867 (2015). In bankruptcy, the court-appointed trustee is tasked with taking immediate control of the entity, ceasing ongoing fraudulent activity, locating and collecting assets for the bankruptcy or receivership estate, and achieving a final, equitable distribution of the remaining assets. *See* 11 U.S.C. § 704; *Kirkland v. Rund (In re EPD Inv. Co., LLC)*, 2024 U.S. App. LEXIS 21363, at *15 (9th Cir. Aug. 23, 2024). Finally, there is evidence that Debtor was encumbering (or as some creditors assert, "double or triple selling") their accounts or receivables to multiple lenders. With respect to Greyson's requested Administrative Claim [Dk. 676], and as more fully described in the concurrently entered order denying the claim, there has been no evidence presented that any work allegedly performed by Greyson assisted any clients or added any value to the Estate.

1 *See, Case 8:23-bk-10571-SC*, Doc 1545 n. 5.

2
3 71. The Ponzi Scheme Presumption establishes a debtor’s “intent to defraud future
4 undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme.” *Merrill v.*
5 *Abbott (In re Independent Clearing House Co.)*, 77 B.R. 843, 860 (D. Utah 1987). “Knowledge to a
6 substantial certainty constitutes intent in the eyes of the law, *cf. Restatement (Second) of Torts* § 8A
7 (1963 & 1964), and a debtor’s knowledge that future investors will not be paid is sufficient to establish
8 his actual intent to defraud them.” *Id.* A trustee in bankruptcy is not required to show that an operator
9 of a Ponzi scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co.,*
10 *LLC*, 114 F.4th at 1153 (9th Cir. 2024).

11 72. “[I]f all the debtor receives in return for a transfer is the use of the defendant’s money
12 to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to share.” *In re*
13 *Independent Clearing House Co.* 77 B.R. at 859. In such a situation, the use of the defendant’s money
14 cannot objectively be called “reasonably equivalent value.” *Id.* Therefore, “[t]he trustee can avoid the
15 transfers if they were preferential or fraudulent. Transfers to investors in a Ponzi scheme are
16 preferential and fraudulent. Therefore, they constitute ‘property of the estate,’ and the trustee can
17 recover them.” *Id.* at 853 n.17 (citations omitted).

18 73. In addition to the solicitation of investments and lending from the Oxford Knox
19 Defendants, the Debtor’s need for capital was so severe that it began borrowing funds through a loan
20 broker named Spot On Consulting, Inc. (“Spot On”). Upon information and belief, Spot On would
21 facilitate loans to LPG from individuals and corporations – sometimes for as little as \$5,000 – in
22 exchange for a ten percent (10%) commission on the principal amount of the loan. LPG would then
23 typically promise to pay each lender as much as eight percent (8%) interest per month on the principal
24 balance for twelve months and would then repay the original principal amount at maturity.

25 74. Upon further information and belief, LPG borrowed hundreds of thousands of dollars
26 **each week** on these terms beginning in August 2022 and continuing until filing for bankruptcy.

27 75. Proof of Claim No. 91 seeking more than \$66 million dollars has been filed for the
28 outstanding balances owed on these brokered “loans”. This Proof of Claim is incorporated by

1 reference herein.

2 76. Based on the Ponzi Scheme presumption the Court can infer that the Debtor had the
3 intent to defraud investors within the meaning of 11 U.S.C. § 548(a)(1). Since the Transfers to the
4 Defendants were made with the intent to further the Ponzi scheme, the Debtor did not receive an
5 objectively reasonable equivalent value for such transfers, and the Trustee can avoid any such
6 transfers because they were actually fraudulent as to the Debtor's creditors..

7 **B. Prepetition Litigation and Creditors**

8 77. Debtor's Schedule E/F, filed on April 4, 2023, as Dk. No. 33, lists: (a) 11 unsecured
9 creditors with priority unsecured claims totaling \$374,060.04; and (b) 58 nonpriority unsecured
10 creditors with scheduled claims totaling \$141,439,158.05.

11 78. The claims register in this Bankruptcy Case includes 2,554 proofs of claim, totaling in
12 excess of \$424 million of claims asserted against the Estate.

13 79. At least 14 UCC-1 statements were of record securing alleged debts of the Debtor as
14 of the Petition Date. These statements either reflected secured liens against the Debtor's assets then
15 owned or thereafter acquired or provided evidence of the assignment or sale of substantial portions of
16 the Debtor's future income. They secured the repayment of the following claimed amounts that are
17 currently known to Trustee and are allegedly owed by the Debtor: (a) \$2,374,004.82 owed to Fundura
18 Capital Group as evidenced by Proof of Claim No. 335 purportedly secured by a UCC statement filed
19 on or about May 19, 2021; (b) approximately \$15 million dollars owed to MNS Funding, LLC as
20 evidenced by Proof of Claim No. 1060 purportedly secured by a UCC statement filed on or about
21 May 28, 2021; (c) approximately \$5,000,000 owed to Azzure Capital, LLC as evidenced by Proof of
22 Claim No. 127 purportedly secured by a UCC statement filed on or about May 28, 2021; and (d)
23 approximately \$1.5 million dollars owed to Diverse Capital, LLC purportedly secured by UCC
24 statements filed on or about September 15, 2021, and December 1, 2021.

25 80. Debtor's balance sheets for the 36 months ending December 31, 2021, show
26 approximately \$17,900,000 in total assets at its highest point in November 2021. This amount is
27 significantly less than the \$424 million in claims filed.

28 81. Debtor's Statement of Financial Affairs, filed on April 4, 2023, as Dk. No. 34, reflects

1 15 pending lawsuits against Debtor as of the Petition Date. The lawsuits date back to October 18,
2 2021 (*Fundura v. The Litigation Practice Group P.C. et al.*, Supreme Court of New York Index No.
3 613192-2021) and are as recent as March 10, 2023 (*Diverse Capital LLC v. The Litigation Practice*
4 *Group P.C. et al.*, Supreme Court of New York Index No. 135614-2023).

5 **C. Debtor's Insolvency**

6 82. Debtor was insolvent when the Transfers occurred as evidenced by: (a) the 14 UCC-1
7 statements reflecting secured liens against the Debtor's owned and after-acquired assets and the
8 assignment or sale of substantial portions of the Debtor's future income; (b) the priority and non-
9 priority unsecured debt of nearly \$142 million listed in Debtor's schedules; (c) the \$424 million of
10 creditor claims filed in this Bankruptcy Case; and (d) Debtor's balance sheets reflecting, at its highest
11 point, \$17.9 million of assets in November 2021.

12 83. Moreover, insolvency is presumed as a matter of law where, as in this Bankruptcy
13 Case, the debtor operated a Ponzi scheme. *See, e.g., Glob. Money Mgmt., L.P. v. McDonnold*, No.
14 06CV34, 2008 U.S. Dist. LEXIS 128733, at *15 (S.D. Cal. Feb. 27, 2008) (concluding that "if a Ponzi
15 scheme is proven, then the debtor is proven insolvent from the time of its inception").

16 **SPECIFIC ALLEGATIONS**

17 84. Upon information and belief, Oxford Knox and its predecessor Validation were formed
18 to try to meet promises made to investors and lenders to or partners of the Debtor and/or a related
19 entity. Whether these debts arose from traditional loans, "purchases" of receivables from a set of client
20 files, or investments in the Debtor or a particular venture, the Debtor, Tony Diab, and/or a related
21 entity was not able to fulfill the promised obligations.

22 85. Some Oxford Knox Defendants appear to have lent money to Tony Diab. In the
23 summer of 2021, Defendants Home Energy, Samson Ly, BEW Solar, Spectrum, and others
24 collectively paid more than \$1,000,000 into escrow to fund the down payment on Tony Diab's
25 purchase of Arash Bayrooti's shares in Coast. These escrowed funds were ultimately paid to Mr.
26 Bayrooti on behalf of Mr. Diab; however, the Debtor, and not Mr. Diab, was required to make these
27 payments.

28 86. Upon information and belief, some amounts may have been repaid to these individuals

1 that advanced money to fund Mr. Diab's purchase of shares in Coast. These debts may have been
2 restructured into assignments of income from groups of files.

3 87. Also in 2021, Validation LLC was formed and entities affiliated with some or all of
4 the Defendants were named as members. Upon information and belief, Validation's stated purpose
5 was to support the Debtor's marketing affiliates and/or work with law firms like the Debtor. Upon
6 further information and belief, Validation's true purpose and goal was the repayment of amounts owed
7 to its members by the Debtor or Mr. Diab.

8 88. Validation was ultimately dissolved in September 2022, but while it operated, the
9 Debtor paid it almost one million dollars as shown herein.

10 89. While Validation was winding down, Mr. Diab formed a new entity – Oxford Knox –
11 in late 2021. Upon information and belief, Oxford Knox was formed for the same purpose as
12 Validation – to nominally support to the Debtor's affiliates while collecting payments from the Debtor
13 for its members.

14 90. The initial members of Oxford Knox were (i) Buffalo 21; (ii) Obrick, Inc.; (iii)
15 Albright, Inc.; (iv) Final Season, Inc.; (v) Factor In, Inc.; (vi) Bae Enterprises, Inc.; (vii) Decacorn
16 Holdings; (viii) BEW Solar; (ix) Lexicon Consulting, LLC; (x) United Partnerships; (xi) Ventura
17 Consulting; and (xii) Summer Cederberg.

18 91. Following its formation, the Debtor and/or Mr. Diab made payments directly to Oxford
19 Knox, and/or its members using client funds paid to or collected by the Debtor.

20 92. Upon further information and belief, Mr. Diab would direct the Debtor or a related
21 entity to make or direct payments to one or more of the Oxford Knox Defendants either based on
22 invoices for services that were never performed to make the payment appear tax deductible, or paid
23 to a third party that was owned or controlled by a member of Oxford Knox.

24 93. All payments to any Oxford Knox Defendant made pre-petition known to the Trustee
25 as of the date the original complaint was filed are set forth on **Exhibit 2** hereto and incorporated as if
26 set forth herein.

27 94. All payments to any Oxford Knox Defendant made after the Debtor filed for
28 bankruptcy known to the Trustee as of the date this complaint was filed are set forth on **Exhibit 3**

1 hereto and incorporated as if set forth herein.

2 95. Upon further information and belief, each member of Oxford Knox contributed “debt”
3 they claimed to be owed by the Debtor to the LLC. In turn, Oxford Knox, which was partially owned
4 and/or controlled by Tony Diab, entered into an agreement with the Debtor that fixed the debt owed
5 to Oxford Knox at \$22,000,000 (“Repayment Agreement”).

6 96. The Repayment Agreement is the basis of, and is attached to, the Proof of Claim No.
7 818 (“Claim”) filed by Oxford Knox herein. A true and accurate copy of the Repayment Agreement
8 from the Claim is attached hereto as **Exhibit 4**.

9 97. The Claim states that Oxford Knox received three payments totaling \$1,743,686.74 on
10 November 1, 2021, January 1, 2022, and February 1, 2022. The Trustee does not know if these
11 payments reflect payments made directly to the members of Oxford Knox or to third parties on their
12 behalf or if these payments were made directly to Oxford Knox from an unknown source. They are
13 identified herein and included in the Transfers that the Trustee seeks to avoid.

14 98. Hereinafter, any payment to any Oxford Knox Defendant identified herein will be
15 referred collectively as the “Transfers”. Specific sets of Transfers such as those made during the
16 ninety-day period preceding the Petition Date may be given a certain name, but they will remain part
17 of the Transfers identified herein.

18 99. All Transfers identified herein may not relate to the transactions and entities discussed
19 herein, and the Trustee may have filed or may file separate litigation against one or more Defendants
20 based on other transactions or relationships it had with the Debtor. All Transfers to Defendant known
21 to the Trustee are identified herein out of an abundance of caution.

22 **CLAIMS FOR RELIEF**

23 **COUNT ONE**

24 **Avoidance, Recovery, and Preservation of Transfers Made Within the Ninety Day Period**

25 **Before the Petition Date**

26 **[11 U.S.C. §§ 547, 550, and 551]**

27 100. Plaintiff realleges and incorporates by reference each and every allegation contained
28 in the preceding paragraphs as though set forth in full herein.

1 101. In the ninety-day period preceding the Petition Date, the Debtor made transfers of
2 property or payments to one or more of the Oxford Knox Defendants (“90 Day Transfers”). The 90
3 Day Transfers to the Oxford Knox Defendants known to the Trustee as of the filing date are identified
4 on hereto as **Exhibit 2**.

5 102. The Debtor made the 90 Day Transfers to the Oxford Knox Defendants identified on
6 the Exhibit on account of a debt owed to that particular Defendant or to Oxford Knox.

7 103. The 90 Day Transfers were made to or for the benefit of a creditor within the meaning
8 of 11 U.S.C. § 547(b)(1) because the 90 Day Transfers were payments made on account of debts
9 nominally owed by the Debtor.

10 104. A transfer of the Debtor’s assets occurred when the 90 Day Transfers were received
11 by the particular Oxford Knox Defendant.

12 105. The 90 Day Transfers were made on account of antecedent debt nominally owed by
13 the Debtor to the recipient of the Transfer due to an “investment” or other document evidencing
14 indebtedness. The Debtor’s payment obligations to the transferees constituted a “debt” (as defined in
15 the Bankruptcy Code).

16 106. The 90 Day Transfers occurred when the Debtor actually was insolvent. However,
17 Plaintiff is also entitled to the presumption of insolvency when the 90 Day Transfers were made
18 pursuant to 11 U.S.C. § 547(f).

19 107. The 90 Day Transfers were made in the ninety-day period before the Petition Date.

20 108. To the extent any transfers were made by the Debtor to any Oxford Knox Defendant
21 within the ninety-day period preceding the Petition Date and are not identified herein, Plaintiff
22 reserves the right to avoid and recover such transfers pursuant to 11 U.S.C. §§ 547 and 550.

23 109. As the holder of an unsecured claim(s) or as party who has not filed a claim, the
24 payment of the 90 Day Transfers to one or more of the Oxford Knox Defendants enabled them to
25 recover more than they would have received if: (i) the Debtor’s case was under chapter 7 of the
26 Bankruptcy Code; (ii) the 90 Day Transfers had not been made; and (iii) the debts owed to the Oxford
27 Knox Defendants that received the 90 Day Transfers were paid pursuant to the provisions of the
28 Bankruptcy Code. As evidenced by the Debtor’s schedules filed in the underlying Bankruptcy Case,

1 as well as the proofs of claim that have been received to date, the Debtor's liabilities exceed its assets
2 to the point that unsecured creditors will not receive a full payout of their claims from the Debtor's
3 bankruptcy estate.

4 110. In accordance with the foregoing, the 90 Day Transfers are avoidable pursuant to 11
5 U.S.C. § 547(b), and may be recovered and preserved for the benefit of the estate pursuant to 11
6 U.S.C. §§ 550 and 551.

7 **COUNT TWO**

8 **Avoidance, Recovery, and Preservation of Post-Petition Transfers**

9 **[11 U.S.C. §§ 549, 550, and 551]**

10 111. Plaintiff realleges and incorporates by reference each and every allegation contained
11 in the preceding paragraphs as though set forth in full herein.

12 112. This is an action to pursuant to 11 U.S.C. §§ 549 and 550 to avoid and recover
13 unauthorized post-petition transfers made by Debtor to any of the Oxford Knox Defendants ("Post-
14 Petition Transfers").

15 113. To the extent any Post-Petition Transfers were made by the Debtor to any Oxford Knox
16 Defendant following the Petition Date and are not identified herein, Plaintiff reserves the right to
17 amend the Complaint to identify the Post-Petition Transfers and seek the avoidance and recovery of
18 them pursuant to 11 U.S.C. §§ 549 and 550.

19 114. Those Post-Petition transfers to Oxford Knox Defendants that are known to the Trustee
20 at this time are identified on **Exhibit 3** hereto.

21 **COUNT THREE**

22 **Avoidance of Debtor's Execution of Repayment Agreement with Oxford Knox As a**

23 **Fraudulent Conveyance**

24 **[11 U.S.C. §§ 548(a)(1)(B), 550, and 551]**

25 115. Plaintiff realleges and incorporates by reference each and every allegation contained
26 in the preceding paragraphs as though set forth in full herein.

27 116. 11 U.S.C. § 548(a)(1)(B), in relevant part, permits a debtor or trustee to avoid "any
28 obligation ... incurred by the debtor, that was made or incurred on or within 2 years before the date

1 of the filing of the petition” if the debtor failed to receive reasonably equivalent value in exchange for
2 such transfer or obligation and if the debtor:

3 (I) was insolvent on the date that such transfer was made or such obligation was
4 incurred, or became insolvent as a result of such transfer or obligation;

5 (II) was engaged in business or a transaction, or was about to engage in business
6 or a transaction, for which any property remaining with the debtor was an unreasonably small
7 capital;

8 (III) intended to incur, or believed that the debtor would incur, debts that would be
9 beyond the debtor’s ability to pay as such debts matured . . .

10 117. The Debtor executed the Repayment Agreement on or about April 15, 2022, which
11 was within Two-Years of the Petition Date.

12 118. On or after the date that the Repayment Agreement was executed, the Debtor was or
13 became indebted to the Prepetition Creditors.

14 119. The Repayment Agreement was executed while the Debtor:

15 a. was insolvent or became insolvent as a result;

16 b. was engaged or was about to engage in a transaction for which any property
17 remaining with Debtor was of unreasonably small capital; or

18 c. intended to incur, or believed that it would incur, debts beyond its ability to pay
19 as such debts matured.

20 120. The Debtor failed to receive reasonably equivalent value when it executed the
21 Repayment Agreement because the Repayment Agreement purported to consolidate debt owed to the
22 members of Oxford Knox into a single obligation of twenty-two million dollars (\$22,000,000.00).
23 Upon information and belief, the stipulated amount of debt is inflated as (i) the Debtor was not liable
24 for some of the debts allegedly owed to the members of Oxford Knox that were reduced to a sum
25 certain in the Repayment Agreement, (ii) the debts allegedly owed to the Members represented equity
26 investments in entities related to the Debtor that were subsequently treated as debt in the Repayment
27 Agreement; and/or (iii) the debts owed to the Members consolidated in the Repayment Agreement
28 arose from illegal or otherwise voidable transactions such as file purchases.

121. The Repayment Agreement's requirement that the Debtor pay Oxford Knox the sum of ten million dollars (\$10,000,000.00) upon a sale of the business is additional evidence that the debts the Members claimed to be owed were truly equity investments and not debt.

COUNT FOUR

**Avoidance, Recovery, and Preservation of Two-Year Transfers Made With Intent to Defraud
[11 U.S.C. §§ 548(a)(1)(B), 550, and 551]**

122. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

123. The Transfers were property of the Debtor's Estate prior to their conveyance to the one or more of the Oxford Knox Defendants. The Transfers to the Oxford Knox Defendants made within Two-Years of the Petition Date ("Two-Year Transfers") that are known to the Trustee are identified on **Exhibit 2** hereto and incorporated by reference herein.

124. When the Two-Year Transfers were made, the Debtor was or became indebted include the Prepetition Creditors.

125. The Two-Year Transfers occurred when the Debtor was insolvent or was rendered insolvent as a result of the Transfers.

126. The Two-Year Transfers to the Oxford Knox Defendants were made with actual intent to hinder, delay or defraud the creditors of Debtor because the Debtor was operating a Ponzi scheme which permits the Court to infer that the Debtor's intent was fraudulent within the meaning of 11 U.S.C. section 548(a)(1).

127. The Two-Year Transfers are avoidable as fraudulent pursuant to 11 U.S.C. §§ 548(a)(1)(A), 550, and 551 by one or more creditors who held and hold unsecured claims against Debtor that were and are allowable against Debtor's Estate under 11 U.S.C. § 502, or that were not and are not allowable only under 11 U.S.C. § 502(e), including, without limitation, the Prepetition Creditors.

128. The Two-Year Transfers should be avoided as fraudulent under 11 U.S.C. § 548(a)(1)(A), and such transferred property, or the value thereof, should be recovered and preserved for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551.

COUNT FIVE

Avoidance, Preservation, and Recovery of Constructively Fraudulent Two-Year Transfers

11 U.S.C. §§ 548(a)(1)(B), 550 & 551

129. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though set forth in full herein.

130. The Two-Year Transfers were made within Two-Years before the Petition Date.

131. Debtor did not receive reasonably value in exchange for the Two-Year Transfers because (i) the Debtor was not liable on the debts originally owed to some Defendants, (ii) the debts allegedly owed to one or more Defendants arose from equity investments in entities related to the Debtor that were subsequently treated as the Debtor's debt.

132. The Two-Year Transfers were made at a time when Debtor was insolvent and/or rendered insolvent by virtue of said transfers.

133. When the Two-Year Transfers occurred, Debtor's business was undercapitalized, and Debtor was engaged in business for which its capital was unreasonably small.

134. When the Two-Year Transfers occurred, Debtor had incurred or was about to incur debts that were beyond its ability to pay. The allegations in the preceding paragraphs are supported by the fact that the Debtor was consistently borrowing money from merchant cash advance lenders, purporting to sell the same groups of receivables to multiple parties, and as of August 2022 had begun a Ponzi scheme of borrowing through Spot On as discussed herein.

135. At the time each Two-Year Transfer was made, Debtor was indebted to one or more creditors that held a claim against Debtor on the date of each Two-Year Transfer and on the Petition Date.

136. Plaintiff alleges that Defendants did not receive the Two-Year Transfers in good faith, for value, and without knowledge of their avoidability.

137. Each Defendant knew that the Debtor was a law firm who was required by law to escrow client payments until earned. However, each Defendant demanded and received payment from client payments that had not been earned because they were paid by the Debtor, Vulcan, and/or Coast or were paid directly from a payment processor for the Debtor such that the funds were never

1 conveyed to the Debtor and placed in escrow.

2 138. Each Defendant had to know or should have known that they were being paid with
3 client funds that had not been placed into trust and been disbursed before they were earned.

4 139. Each Defendant knew or should have known that were receiving payment on a debt
5 that was not valid or enforceable at law to the extent it arose from an alleged “purchase” of receivables
6 related to the Debtor’s client files.

7 140. Based on the foregoing, Plaintiff may recover and preserve the avoided Two-Year
8 Transfers from Defendant as the initial transferee or, alternatively, as the subsequent transferee for
9 the benefit of the Estate under 11 U.S.C. §§ 550 and 551 from Defendant.

10 **COUNT SIX**

11 **Avoidance, Preservation, and Recovery of Transfers Made In the Past Four Years**

12 **11 U.S.C. §§ 544, 550, 551; Cal. Civ. Code §§ 3439.04(a)(2), 3439.05 and 3439.07**

13 141. Plaintiff realleges and incorporates by reference each and every allegation contained
14 in the preceding paragraphs as though set forth in full herein.

15 142. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor
16 which are voidable under applicable law by an unsecured creditor of Debtor, including under
17 California Civil Code §§ 3439.04(a)(1) and 3439.05.

18 143. The Transfers occurred within four years prior to the Petition Date and are identified
19 on **Exhibit 2**.

20 144. On or after the date that such Transfer were made, entities to which Debtor was or
21 became indebted include the Prepetition Creditors.

22 145. Despite Debtor’s obligation to the Prepetition Creditors, Debtor made the Transfers to
23 Defendants.

24 146. The Transfers to Defendants were made with actual intent to hinder, delay or defraud
25 the creditors of Debtor as the Debtor was operating a Ponzi scheme.

26 147. Defendants’ conduct relating to the Transfers was done with oppression, fraud and
27 malice, as defined in California Civil Code section 3294, entitling Plaintiff to exemplary and punitive
28 damages.

1 148. The Transfers are avoidable as fraudulent pursuant to 11 U.S.C. § 544(b) and Cal.
2 Civ. Code §§ 3439.04(a)(1) and 3439.07 by one or more creditors who held and hold unsecured claims
3 against Debtor that were and are allowable against its Estate under 11 U.S.C. § 502 or that were not
4 and are not allowable only under 11 U.S.C. § 502(e), including, without limitation, the Prepetition
5 Creditors.

6 149. Accordingly, the Transfers should be avoided as fraudulent under 11 U.S.C. §§ 544(b)
7 and Cal. Civ. Code §§ 3439.04(a)(1) and 3439.07, and such transferred property, or the value thereof,
8 should be recovered and preserved for the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551
9 and Cal. Civ. Code § 3439.07.

10 150. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor
11 which are voidable under applicable law by an unsecured creditor of Debtor, including under
12 California Civil Code §§ 3439.04(a)(2) and 3439.05.

13 151. Debtor did not receive reasonably equivalent value in exchange for the Transfers. The
14 Transfers were made to (i) entities that were not creditors of the Debtor, (ii) entities that had made
15 equity or other investments with the Debtor or in assets, and (iii) entities who claimed to be owed far
16 more than any value that was ever given to the Debtor.

17 152. At the time each Transfer was made, Debtor was engaged or was about to engage in a
18 business or a transaction for which the remaining assets of Debtor were unreasonably small in relation
19 to the business or transaction.

20 153. At the time each Transfer was made, Debtor intended to incur, or believed or
21 reasonably should have believed that Debtor would incur, debts beyond Debtor's ability to pay as they
22 became due.

23 154. At the time each Transfer was made, Debtor was indebted to one or more creditors that
24 held a claim against Debtor on the date of each Transfer and on the Petition Date.

25 155. The Transfers were made at a time when Debtor was insolvent and/or rendered
26 insolvent by virtue of said transfers.

27 156. Plaintiff alleges that Defendants did not receive the Transfers in good faith, for value,
28 and without knowledge of their avoidability.

1 (“Account”) in the name of “LPG PC.” AmEx issued cards to three individuals on this Account:
2 Dovalina, Gilani, and Diab.

3 177. From the opening of the Account in early 2022 to May and June 2022, Gilani regularly
4 charged hundreds of thousands of dollars to the Account each month.

5 178. While some charges to the Account may have been related to the Debtor and its
6 operations, most of the charges do not appear to have benefitted the Debtor or were not incurred for
7 the Debtor.

8 179. Upon information and belief, Gilani regularly charged hundreds of thousands of dollars
9 on the Account each month to pay vendors that do not appear to have done any work for the Debtors.

10 180. Other expenses charged to the Account by Dovalina and/or Gilani appear personal in
11 nature such as charges at clothing stores, tours/tickets, and dining.

12 181. The charges made by each cardholder were itemized separately on the statements from
13 American Express. The monthly charges on the Account for Dovalina and Gilani are stated below.

Statement Closing Date	Gilani	Dovalina
01.19.2022	\$14,812.41	\$1,593.83
02.16.2022	\$215,948.66	\$2,146.22
03.18.2022	\$207,846.79	\$1,413.61
04.18.2022	\$7,349.69	\$3,088.72
05.19.2022	\$29.98	\$94.55
	\$445,987.53	\$8,336.93

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19
20 182. The Debtor made payments on the Account to American Express. The payments from
21 the Debtor to American Express to pay for all charges on the Account are identified on **Exhibit 5**.

22 183. A significant portion of the payments to Am Ex were made to or for the benefit of
23 Gilani and/or Dovalina and provided no benefit to the Debtor. The portion of the total payments made
24 to AmEx that were made to pay for charges made to or for the benefit of Gilani and/or Dovalina are
25 referred to herein as the “AmEx Transfers.”

26 184. The AmEx Transfers were made to or for the benefit of Gilani and/or Dovalina to the
27 extent they paid American Express for charges made to the Account that were only or primarily for
28 the benefit of Gilani and/or Dovalina.

1 185. The funds used to make the AmEx Transfers were property of the Debtor's Estate prior
2 to their conveyance to American Express.

3 186. The AmEx Transfers occurred within the Two-Years prior to the Petition Date.

4 187. On or after the date that the AmEx Transfers were made the Debtor was or became
5 indebted include the Prepetition Creditors.

6 188. The AmEx Transfers occurred when the Debtor was insolvent or was rendered
7 insolvent as a result of the AmEx Transfers.

8 189. The AmEx Transfers were made with actual intent to hinder, delay or defraud the
9 creditors of Debtor because the Debtor was operating a Ponzi scheme which permits the Court to infer
10 that the Debtor's intent was fraudulent within the meaning of 11 U.S.C. section 548(a)(1).

11 190. Debtor did not receive reasonably value in exchange for the AmEx Transfers as Gilani
12 and Dovlina were the parties that made charges on the Account for their personal benefit.

13 191. When the AmEx Transfers occurred, Debtor's business was undercapitalized and
14 Debtor was engaged in business for which its capital was unreasonably small.

15 192. When the AmEx Transfers occurred, Debtor had incurred or was about to incur debts
16 that were beyond its ability to pay. The allegations in the preceding paragraphs are supported by the
17 fact that the Debtor was having to borrow money regularly from merchant cash advance lenders and
18 to accept "investments" from third parties in exchange for promised future returns.

19 193. At the time each AmEx Transfer was made, Debtor was indebted to one or more
20 creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

21 194. Based on the foregoing, the AmEx Transfers were constructively fraudulent as to the
22 Debtor's creditors to the extent they were made to or for the benefit of Gilani and/or Dovalina.

23 195. Based on the foregoing, Plaintiff may avoid, preserve, and recover the avoided AmEx
24 Transfers from Gilani and Dovalina pursuant to 11 U.S.C. §§ 548(a)(1)(A) and (B); 550 and 551.

25 **COUNT NINE**

26 **Objection to Proof of Claim No. 818 of Oxford Knox, LLC**

27 **[11 U.S.C. § 502(b) and (d)]**

28 196. Plaintiff realleges and incorporates by reference each and every allegation contained

1 in the preceding paragraphs as though set forth in full herein.

2 197. 11 U.S.C. § 502(b) permits a Bankruptcy Court to determine the amount of a proof of
3 claim following the filing of an objection.

4 198. The Trustee has asked the Court to avoid the Debtor's execution of the Repayment
5 Agreement as a fraudulent conveyance pursuant to 11 U.S.C. § 548. The Repayment Agreement is
6 the basis for Oxford Knox's Claim.

7 199. If the Trustee's avoidance action is successful, the Repayment Agreement would not
8 be enforceable against the Estate.

9 200. The Oxford Knox Claim is also objected to and is subject to disallowance pursuant to
10 11 U.S.C. § 502(d) because Oxford Knox and its members that created the Claim received transfers
11 that are avoidable under 11 U.S.C. §§ 544, 547, 548, and/or 549.

12 201. The amount of the amount of the transfers identified herein has not been returned to
13 the Estate.

14 **On All Claims for Relief:**

15 1. Avoiding the Debtor's obligations under the Agreement and avoiding recovering, and
16 preserving the Payments to the Defendant in such amounts as the Court may determine ("AmEx
17 Transfers");

18 2. Awarding pre-judgment and post-judgment as permitted;

19 3. Granting any other and such further relief as the Court deems just and proper.

20 4. Awarding attorneys' fees as provided by contract or applicable law;

21 5. Awarding costs of suit incurred here; and

22 6. Granting any other and further relief as the Court deems just and proper.

23 **On the First and Second Claims for Relief:**

24 1. Avoiding, recovering, and preserving the 90 Day Transfers and Post-Petition
25 Transfers to the Defendants in such amounts as the Court may determine pursuant to applicable law;

26 **On the Third Claim for Relief:**

27 2. Avoiding and preserving the Debtor's execution of the Repayment Agreement as a
28 fraudulent conveyance pursuant to 11 U.S.C. §§ 548, 550, and 551 for the reasons stated herein;

On the Fourth Through Eight Claims for Relief:

3. Avoiding, recovering, and preserving the Transfers to the Defendants in such amounts as the Court may determine pursuant to applicable law;

On the Ninth Claim for Relief:

4. Sustaining the Plaintiff's Objection to the Claim of Oxford Knox for the reasons stated herein;

On All Claims for Relief:

- 5. Awarding punitive and exemplary damages according to proof;
- 6. Awarding pre-judgment interest at the maximum legal rate;
- 7. Awarding post-judgment interest at the maximum legal rate from the date of the last Transfer until the judgment is paid in full;
- 8. Awarding costs of suit incurred herein; and
- 9. Granting any other and further relief as the Court deems just and proper.

Dated: August 13, 2025

Respectfully submitted,

DINSMORE & SHOHL LLP

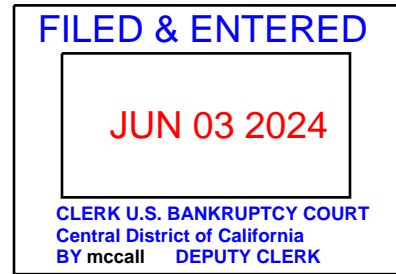
By: /s/ Tyler Powell
Tyler Powell (pro hac vice)
Yosina M. Lissebeck
Attorneys for Richard A. Marshack, Trustee of the
LPG Liquidation Trust

EXHIBIT 1

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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In Re

Case No: 23-bk-10571-SC

Chapter 11

The Litigation Practice Group P.C.,

**ORDER GRANTING MOTION FOR
ENTRY OF PROTECTIVE ORDER AND
THE PROTECTIVE ORDER**

Debtor(s),

Date: May 23, 2024
Time: 1:30 p.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C (via Zoom)¹
411 West Fourth Street
Santa Ana, CA 92701

¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at:
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 The Court has read and considered the Notice of Motion and Motion for Entry of Protective
2 Order (the "Motion") filed by Richard A. Marshack, in his capacity as the Chapter 11 Trustee (the
3 "Trustee") of the Bankruptcy Estate ("Estate") of The Litigation Practice Group P.C., on May 2, 2024,
4 pursuant to Federal Rule of Bankruptcy Procedure 7026 and Federal Rule of Civil Procedure 26(c)(1),
5 as Dk. No. 1164 ("Motion"), and has found good cause to grant the Motion.

6 IT IS HEREBY ORDERED that:

- 7 1. The Motion is granted;
- 8 2. The below Protective Order shall apply to any contested matter arising
9 in the main bankruptcy case and in all adversary proceedings filed by or against Trustee,
10 present and future; and
- 11 3. Govern the discovery conducted therein.

12
13 **PROTECTIVE ORDER**

14 **1. DEFINITIONS**

15 1.1 "Confidential Information" as used in this Protective Order shall mean documents and
16 other information (regardless of how generated, stored or maintained) that a Party or non-party
17 reasonably believes to contain or reflect non-public financial or business information, bank records,
18 financial records, such as social security numbers, non-public financial or personal information of a
19 Party or non-party, account numbers, sensitive digital information and identifiers, information subject
20 to confidentiality agreements or provisions other than this Protective Order, and other non-public
21 research, development, or commercial information that derives value or avoids injury by virtue of not
22 being known to the public.

23 1.2 This "Action" is defined and hereby means any contested matter arising in the main
24 bankruptcy case and in all adversary proceedings filed by or against Trustee, present and future.

25 1.3 "Designating Party" means a Party or non-party that designates Confidential
26 Information during the Action.

27 1.4 "Receiving Party" means a Party that receives Confidential Information during the
28 Action.

1 1.5 "Party" or "Parties" means person or entity subject to this Protective Order.

2 **2. SCOPE OF THIS PROTECTIVE ORDER**

3 2.1 Unless otherwise ordered, this Protective Order shall govern certain documents and
4 other products of discovery obtained in the Action from the Parties there to, and from third parties.
5 As well as certain information copied or derived therefrom, excerpts, summaries or compilations
6 thereof, including, but not limited to, documents voluntarily exchanged as part of early settlement
7 discussions, documents produced pursuant to initial disclosures, requests authorized by the Federal
8 Rules of Civil Procedure made applicable herein by the Federal Rules of Bankruptcy Procedure,
9 answers to interrogatories, deposition transcripts, responses to requests for production, responses to
10 requests for admission, subpoenas, affidavits, declarations, expert reports, and other such material
11 and information as may be produced during the course of the Action and designated as Confidential
12 Information.

13 **3. DESIGNATION OF CONFIDENTIAL INFORMATION**

14 3.1 This Protective Order shall govern the production and handling of any Confidential
15 Information in this Action. Any Party or non-party who produces Confidential Information in this
16 Action may designate it as "Confidential" or "Attorneys' Eyes Only" consistent with the terms of this
17 Protective Order. Whenever possible, the Designating Party must designate only those portions of a
18 document, written discovery responses, deposition, transcript, or other material that contain the
19 Confidential Information and refrain from designating entire documents. Regardless of any
20 designations made hereunder, the Designating Party is not otherwise restricted from use or disclosure
21 of its Confidential Information outside of this Action or for any business purposes. In addition, any
22 Party may move to modify or seek other relief from any of the terms of this Protective Order if it has
23 first tried in writing and in good faith to resolve its needs or disputes with the other Parties or Party
24 as the case may be under the terms of this Protective Order. Further, nothing in this Protective Order
25 shall prevent a Party from redacting documents consistent with the Federal Rules of Civil Procedure
26 and utilizing the documents as needed through-out the Action.

27 3.2 Application to Non-Parties: Before a non-party is given copies of documents or
28 materials designated as Confidential Information or Attorneys' Eyes Only as permitted hereunder, it

1 must first sign an acknowledgment to be bound to these terms that is attached hereto as Exhibit A; if
2 it fails to do so, the Parties to this Action must resolve any such dispute before making disclosure of
3 designated information as permitted hereunder to the non-party. If a non-party wishes to make
4 designations hereunder, it must first sign attached Exhibit A.

5 3.3 Timing and Provisional Protection: Designations of Confidential Information may be
6 made at any time. To avoid potential waiver of protection hereunder, the Designating Party should
7 designate documents or materials containing Confidential Information at the time of production or
8 disclosure, including on the record during the taking of any deposition. Deposition testimony will be
9 deemed provisionally protected for a period of thirty (30) days after the transcript is released to the
10 Parties by the court reporter, although the Parties may agree at any time to different timelines of
11 provisional protection of information as Confidential or Attorneys' Eyes Only as part of one or more
12 specific depositions. To retain any designations beyond the provisional period, a Designating Party
13 must designate specific pages and lines of deposition testimony before the provisional period has
14 expired. Such designations must be made in writing so that all counsel and court reporters may append
15 the designation to all copies of the transcripts.

16 3.4 Manner of Designation: Confidential Information may be designated hereunder in any
17 reasonable manner or method that notifies the Receiving Party of the designation level and identifies
18 with specificity the information to which the designation applies. If made verbally, the Designating
19 Party must promptly confirm the designation in writing. Whenever possible, the Designating Party
20 should stamp, affix, or embed a legend of "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" on
21 each designated page of the document or electronic image that contains Confidential Information.

22 4. **CHALLENGES TO DESIGNATED INFORMATION**

23 4.1 In the event that a Receiving Party disagrees at any time with any designation(s) made
24 by the Designating Party, the Receiving Party must first try to resolve such challenge in good faith
25 on an informal basis with the Designating Party. The Receiving Party must provide written notice of
26 the challenge and the grounds therefor to the Designating Party, who must respond in writing to the
27 challenge within fifteen (15) days. At all times, the Designating Party carries the burden of
28 establishing the propriety of the designation and protection level. Unless and until the challenge is

1 resolved by the Parties or ruled upon by the Court, the designated information shall remain protected
2 under this Protective Order. The failure of any Receiving Party to challenge a designation does not
3 constitute a concession that the designation is proper or an admission that the designated information
4 is otherwise competent, relevant, or material.

5 **5. LIMITED ACCESS/USE OF PROTECTED INFORMATION**

6 5.1 Restricted Use: Information that is produced or exchanged in the course of the Action
7 and designated under this Protective Order may be used for preparation for trial and preparation for
8 any appeal of any and all matters in the Action, as well as related settlement negotiations, and for no
9 other purpose, without the written consent of the Designating Party. No Confidential Information may
10 be disclosed to any person except in accordance with the terms of this Protective Order, unless the
11 parties are co-counsel or have entered into joint defense agreements. All persons in possession of
12 Confidential Information agree to exercise reasonable care with regard to the custody, use, or storage
13 of such information to ensure that its confidentiality is maintained. This obligation includes, but is
14 not limited to, the Receiving Party providing to the Designating Party prompt notice of the receipt of
15 any subpoena that seeks production or disclosure of any designated information and consulting with
16 the Designating Party before responding to the subpoena. Any use or disclosure of Confidential or
17 Attorneys' Eyes Only information in violation of the terms of this Protective Order may subject the
18 disclosing person or party to sanctions.

19 5.2 Access to "Confidential" Information: The Party(ies) and all persons subject to this
20 Protective Order agree that information designated as "CONFIDENTIAL" may only be accessed or
21 reviewed by the following:

- 22 a) The Court, its personnel, and court reporters;
23 b) Counsel of record, or co-counsel for any Party, or other party that has entered into a
24 joint defense agreement in the Action and their employees who assist counsel of record, or co-counsel
25 in the Action and are informed of the duties and obligations imposed hereunder;
26 c) The Parties, including their clients, agents and employees who are assisting or have
27 reason to know of the Action;

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d) Experts or consultants employed by the Parties or their counsel, or co-counsel, for purposes of an Action, so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons with the Designating Party's consent or by court order.

5.3 Access to "Attorneys' Eyes Only" Designations: The Parties and all persons subject to this Protective Order agree that information designated as "ATTORNEYS' EYES ONLY" may only be accessed or reviewed by the following:

a) The Court, its personnel, and court reporters;

b) Counsel of record, or co-counsel for any Party, or other party that has entered into a joint defense agreement in the Action and their employees who assist counsel of record in the Action and are informed of the duties hereunder;

c) In-house counsel for any Party in the Action and Richard A. Marshack, as Chapter 11 Trustee of The Litigation Practice Group P.C. who is informed of the duties and obligations imposed hereunder;

d) Experts or consultants employed by the Parties or their counsel, or co-counsel for purposes of the Action, and so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons to whom the Designating Party agrees in advance of disclosure or by court order.

5.4 Non-Waiver Effect of Designations: Neither the taking of, nor the failure to take, any action to enforce the provisions of this Protective Order, nor the failure to object to any designation, will constitute a waiver of any Party(ies)'s claim or defense in the Action or any other action or proceeding, including, but not limited to, a claim or defense that any designated information is or is not Confidential, is or is not entitled to particular protection, or embodies or does not embody information protectable by law.

5.5 In-Court Use of Designated Information: If information designated under this Protective Order will or may be offered in evidence at a hearing or trial related to any matter in the Action, then the offering party must give advance notice to the party or non-party that designated prior to offering the information so that any use or disclosure may be addressed in accordance with

1 the Court's case-management or other pre-trial order, or by a motion *in limine*. Nothing in this
2 Protective Order shall be construed as a waiver by a Party of any objections that may be raised as to
3 the admissibility at trial of any evidentiary materials.

4 **6. CLAW-BACK REQUESTS**

5 6.1 Failure to Make Designation: If, at any time, a Party or non-party discovers that it
6 produced or disclosed Confidential Information without designation, it may promptly notify the
7 Receiving Party and identify with particularity the Confidential Information to be designated and the
8 level of designation (the claw-back notification). The Receiving Party may then request substitute
9 production of the newly-designated information. Within thirty (30) days of receiving the claw-back
10 notification, the Receiving Party must: (1) certify to the Designating Party it has appropriately marked
11 or, if substitute production has been requested, destroyed all unmarked copies that it received, made,
12 and/or distributed; and (2) if it was practicably unable to mark or destroy any information because
13 disclosures occurred while the Receiving Party was under no duty of confidentiality under the terms
14 of this Protective Order regarding that information, the Receiving Party must reasonably provide as
15 much information as practicable to aid the Designating Party in protecting the information,
16 consistently with the Receiving Party's attorney-client, work-product, and/or trial-preparation
17 privileges.

18 6.2 Inadvertent Production of Privileged Information: If, at any time, a Party discovers
19 that it produced information that it reasonably believes is subject to protection under the
20 attorney/client, work-product, or trial-preparation privileges, then it must promptly notify each
21 Receiving Party of the claim for protection, the basis for it, amend its privilege log accordingly, and
22 comply with Fed. R. Civ. P. 26(b)(5). Whenever possible, the producing party must produce substitute
23 information that redacts the information subject to the claimed protection. The Receiving Party must
24 thereupon comply with Fed. R. Civ. P. 26(b)(5)(B) as to the information subject to the claimed
25 protection.

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1 **7. DURATION/CONTINUED RESTRICTIONS**

2 7.1 Handling of Designated Information Upon Conclusion of the Main Bankruptcy Case:

3 Upon conclusion of the Main Bankruptcy Case, by way of dismissal or closing of the case, the
4 Designating Party(ies) is/are responsible for ensuring that any Party or person to whom the
5 Designating Party shared or disclosed designated information in any of the matters under the Action
6 returns or destroys all of its copies, regardless of the medium in which it was stored. No witness or
7 Party may retain designated information that it received from any other Party or non-party under this
8 Protective Order; only counsel of record, or co-counsel, are the authorized agents who may retain one
9 copy for their respective legal files, and who must also describe to the Designating Party the extra
10 steps taken to protect its legal file containing paper and/or electronic copies of the designated
11 information so that it is not accessed, used, or disclosed inconsistently with the obligations under this
12 Protective Order. This provision does not apply to the Court or Court staff. Moreover, this provision
13 does not apply to Trustee, who may retain and use – consistent with this Order – Confidential
14 Information received in any Action during the entirety of the Bankruptcy.

15 7.2 Continued Restrictions Under this Protective Order: The restrictions on disclosure and
16 use of Confidential Information shall survive the conclusion of the Bankruptcy case and any matter
17 in the Action.

18 **8. PRIVILEGED OR PROTECTED INFORMATION**

19 8.1 Nothing in this Protective Order shall require disclosure of information that is
20 protected by the attorney-client privilege, the work-product protection, or any other legally cognizable
21 privilege (a “Privilege or Protection”). If information subject to a claim of Privilege or Protection is
22 inadvertently produced, pursuant to Federal Rule of Evidence 502(d) such production shall not
23 constitute a waiver of, or estoppel as to, any claim of Privilege or Protection for such information or
24 any other information that may be protected from disclosure by a Privilege or Protection in any
25 proceeding.

26 8.2 If a Party receives a document that appears to be subject to a Privilege or Protection,
27 then it shall refrain from examining the document any more than is essential to ascertain if it is
28 privileged or protected and shall promptly notify the producing Party in writing that the receiving


1 Party possesses material that appears to be subject to a Privilege or Protection. The producing Party
2 shall have seven (7) days after receiving such notice to assert a Privilege or Protection over the
3 identified material. If the producing Party does not assert a claim of Privilege or Protection within the
4 seven (7)-day period, the material in question shall be deemed not privileged or protected.

5 8.3 If a producing Party has produced a document subject to a claim of Privilege or
6 Protection, upon written request by the producing Party, the document for which a claim of Privilege
7 or Protection is made shall be sequestered or destroyed to the extent reasonably practicable, and the
8 receiving Party shall not use the document for any purpose other than in connection with analyzing
9 or disputing a claim of Privilege or Protection or in connection with a motion to compel the production
10 of the document.

11 8.4 The receiving Party sequestering or destroying such material may then move the Court
12 for an order compelling production of the material. The applicable producing Party bears the burden
13 of establishing the applicable Privilege or Protection of any clawed-back document or information as
14 and to the same extent that it would have borne such burden had it not produced the document or
15 information. Nothing in this Protective Order shall limit the Court's right or any receiving Party's
16 right to request an in camera review of any information subject to a claim of Privilege or Protection.

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24 Date: June 3, 2024


Scott C. Clarkson
United States Bankruptcy Judge

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EXHIBIT "A"

1 Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
2 Yosina M. Lissebeck (State Bar No. 201654)
DINSMORE & SHOHL LLP
3 655 West Broadway, Suite 800
San Diego, CA 92101
4 Telephone: 619.400.0500
Facsimile: 619.400.0501
5 christopher.ghio@dinsmore.com
christopher.celentino@dinsmore.com
6 yosina.lissebeck@dinsmore.com

7 Sarah S. Mattingly (Ky. Bar 94257)
DINSMORE & SHOHL, LLP
8 101 S. Fifth Street, Suite 2500
Louisville, KY 40202
9 Telephone: 859-425-1096
Facsimile: 502-585-2207
10 Sarah.mattingly@dinsmore.com
(Admitted pro hac vice)

11 Special Counsel to Richard A. Marshack,
12 Chapter 11 Trustee

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14
15 **UNITED STATES BANKRUPTCY COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

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18 In Re

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20 The Litigation Practice Group P.C.,
21 Debtor(s),

Case No. 8:23-BK-10571-SC

Chapter 11

**EXHIBIT A TO STIPULATED
ORDER**

Date: May 23, 2024

Time: 1:30 p.m.

Judge: Hon. Scott C. Clarkson

Place: Courtroom 5C¹ - Via Zoom
411 W. Fourth Street
Santa Ana, CA 92701

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28 ¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's
publicly posted hearing calendar, which may be viewed online at:
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 This is to certify that:

2 (a) I am being given access to Confidential Information pursuant to the
3 Stipulated Protective Order that was entered into the main bankruptcy case for
4 Litigation Practice Group, but which is binding and controlling as set forth by the
5 Court's Order on any and all contested matters and any and all litigation commenced
6 by Trustee;

7 (b) I have read the Stipulated Protective Order; and

8 (c) I agree to be bound by the terms and conditions thereof, including,
9 without limitation, to the obligations regarding the use, non-disclosure and return of
10 such Confidential Information. I further agree that in addition to being contractually
11 bound by the Stipulated Protective Order, I am subject to the jurisdiction of the above
12 reference Court for any violation thereof.

13
14 Date: _____

15
16 _____
Signature

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19 _____
Printed Name

EXHIBIT 2

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Oxford Knox, LLC	UnionBank	The Litigation Practice Group PC	X4858	12/28/2021		\$30,179.55	N
Oxford Knox, LLC	Chase	The Litigation Practice Group PC	X3158	7/29/2022		\$10,000.00	N
					Total	\$40,179.55	
Buffalo 21 Partners Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/13/2022	122	\$54,753.19	N
					Total	\$54,753.19	
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X3588	4/1/2021	1032	\$11,250.00	N
Jason Dovalina	Bank of the West	The Litigation Practice Group PC	X3441	5/4/2021		\$55,000.00	N
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X3588	5/13/2021		\$20,000.00	N
Jason Dovalina	Chase	Vulcan Consulting Group LLC	X5909	8/18/2021		\$25,000.00	N
Jason Dovalina	American Express	LPG PC; Syed Gilani	X1001	12/19/2021		\$300.00	N
Jason Dovalina	American Express	LPG PC; Syed Gilani	X1001	12/19/2022		\$350.00	N
					Total	\$111,900.00	
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	3/15/2021		\$45,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	4/1/2021		\$45,000.00	N
Sye Gilani	Bank of the West	The Litigation Practice Group PC	X3441	4/19/2021	1021	\$60,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/5/2021	4490	\$30,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/12/2021	4492	\$50,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	5/13/2021		\$90,000.00	N
Sye Gilani	Bank of the West	The Litigation Practice Group PC	X3441	6/2/2021	1124	\$16,000.00	N
Sye Gilani	Chase	Vulcan Consulting Group LLC	X3588	6/2/2021	1012	\$108,000.00	N
Sye Gilani	UnionBank	The Litigation Practice Group PC	X4858	2/11/2022		\$5.02	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	2/18/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	2/25/2022		\$13.82	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/4/2022		\$7.52	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3158	3/4/2022	10989	\$8,000.00	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/18/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	3/24/2022		\$12.18	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/18/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/21/2022		\$5.02	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	4/28/2022		\$14.06	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	5/19/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	6/16/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	6/30/2022		\$14.06	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/8/2022		\$7.52	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/14/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	7/29/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	8/19/2022		\$3.79	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	8/26/2022		\$7.16	N
Sye Gilani	Chase	The Litigation Practice Group PC	X3133	9/9/2022		\$7.50	N
					Total	\$452,130.92	
Samson Ly	Chase	The Litigation Practice Group PC	X3158	11/28/2022	1272	\$20,000.00	N
Samson Ly	Chase	The Litigation Practice Group PC	X3158	12/21/2022	1277	\$20,000.00	Y
Samson Ly	Chase	The Litigation Practice Group PC	X3158	12/21/2022	1278	\$20,000.00	Y
					Total	\$60,000.00	
Bew Solar Management LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$6,286.87	N
Bew Solar Management LLC	Chase	The Litigation Practice Group PC	X3158	1/19/2022		\$7,463.63	N
Bew Solar Management LLC	Chase	The Litigation Practice Group PC	X3158	2/28/2022	11031	\$2,964.29	N
					Total	\$16,714.79	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Lexicon Consulting LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	12/2/2021	320	\$5,074.94	N
Lexicon Consulting LLC	UnionBank	The Litigation Practice Group PC	X4858	1/10/2022		\$180,000.00	N
Lexicon Consulting LLC	UnionBank	The Litigation Practice Group PC	X4858	2/4/2022		\$215.90	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/18/2022		\$581.18	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/25/2022		\$397.08	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/4/2022		\$832.46	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/10/2022		\$2,078.67	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/18/2022		\$941.92	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	3/24/2022		\$907.91	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/1/2022		\$1,582.53	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/7/2022		\$2,415.60	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/18/2022		\$2,412.47	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/21/2022		\$962.49	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	4/28/2022		\$411.84	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/5/2022		\$321.33	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/13/2022		\$589.32	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/19/2022		\$801.91	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	5/27/2022		\$142.18	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/3/2022		\$472.08	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/10/2022		\$423.92	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/16/2022		\$799.39	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	6/30/2022		\$475.49	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/8/2022		\$246.71	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/14/2022		\$430.75	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	7/21/2022		\$218.09	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/5/2022		\$341.27	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/11/2022		\$103.62	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	8/19/2022		\$495.15	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/2/2022		\$50.00	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/9/2022		\$280.83	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/16/2022		\$590.95	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	9/23/2022		\$218.09	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/6/2022		\$193.57	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/14/2022		\$428.53	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	10/21/2022		\$347.61	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/10/2022		\$244.89	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/18/2022		\$184.45	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	11/25/2022		\$91.28	N

Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/9/2022		\$155.12	N
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/19/2022		\$283.96	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/27/2022		\$81.33	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	12/30/2022		\$9.95	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	1/6/2023		\$155.12	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	1/24/2023		\$283.96	Y
Lexicon Consulting LLC	Chase	The Litigation Practice Group PC	X3133	2/7/2023		\$81.33	Y
Lexicon Consulting LLC	Bank of America	Litigation Practice Group PC	X6538	2/9/2023		\$136.28	Y
					Total	\$208,493.45	
Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
United Partnerships LLC	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$15,149.08	N
United Partnerships LLC	UnionBank	The Litigation Practice Group PC; IOLTA	X94874	1/14/2022	129	\$17,912.71	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	3/8/2022		\$7,142.86	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	3/23/2022		\$20,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	4/8/2022		\$10,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	7/22/2022		\$60,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/12/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/16/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/19/2022		\$41,158.45	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/23/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/24/2022		\$31,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	8/25/2022		\$20,025.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	8/31/2022		\$9,200.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/6/2022		\$32,971.70	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/8/2022		\$27,656.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/8/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/9/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/9/2022		\$14,180.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/9/2022		\$9,200.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/13/2022		\$9,600.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$26,775.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$14,160.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/21/2022		\$4,263.89	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	9/22/2022		\$20,000.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/22/2022		\$5,488.89	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	9/26/2022		\$5,363.11	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/5/2022		\$26,775.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/5/2022		\$14,661.89	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/7/2022		\$5,363.11	N

United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	10/13/2022		\$46,859.95	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$25,875.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$20,025.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/14/2022		\$20,000.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/20/2022		\$46,859.95	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	10/20/2022		\$20,025.00	N
United Partnerships LLC	Chase	LPG; Alex Tarkoff	X0935	10/20/2022		\$9,650.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	11/3/2022		\$20,000.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/3/2022		\$35,500.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/9/2022		\$33,870.15	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/10/2022		\$25,500.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/14/2022		\$26,700.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	11/14/2022		\$21,600.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/9/2022		\$9,800.00	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$33,870.15	N
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$17,375.00	N
Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
United Partnerships LLC	Chase	The Litigation Practice Group PC	X3158	12/14/2022		\$13,275.00	N
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/20/2022		\$35,500.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/20/2022		\$22,075.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	12/23/2022		\$11,760.00	Y
United Partnerships LLC	Bank of America	Prime Logix LLC	X9201	1/9/2023		\$12,510.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/10/2023		\$17,375.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/10/2023		\$3,406.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$31,500.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$20,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$20,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	1/12/2023		\$17,375.00	Y

United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6457	2/10/2023		\$100,000.00	Y
United Partnerships LLC	Bank of America	Litigation Practice Group PC	X6486	2/15/2023		\$50,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	2/27/2023		\$40,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	2/28/2023		\$11,000.00	Y
United Partnerships LLC	Chase	BAT Inc.	X0830	3/16/2023		\$21,000.00	Y
United Partnerships LLC	UnionBank	The Litigation Practice Group PC	X4858	3/17/2023		\$19,000.00	Y
Total						\$1,467,532.89	
Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Ventura Consulting, LLC	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$560,000.00	N
Ventura Consulting, LLC	Chase	The Litigation Practice Group PC	X3158	3/8/2022		\$16,678.57	N
						\$576,678.57	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$3,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/10/2020		\$3,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/23/2020		\$10,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/1/2020		\$750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/7/2020		\$3,200.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$3,750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$750.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$4,500.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$4,500.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/5/2021		\$1,000.00	N
Matthew Church	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/6/2021		\$14,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/15/2021		\$5,250.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/25/2021		\$3,275.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$2,250.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/2/2021		\$10,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/10/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/1/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/5/2021		\$6,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/10/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/22/2021		\$5,000.00	N
Matthew Church	Bank of the West	The Litigation Practice Group PC	X3441	3/29/2021	99007	\$1,023.89	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/29/2021		\$5,500.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	3/31/2021		\$3,750.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/2/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/5/2021		\$2,500.00	N
Matthew Church	Chase	Vulcan Consulting Group LLC	X3588	4/15/2021		\$1,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/21/2021		\$33,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/14/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$12,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$5,000.00	N
Matthew Church	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/7/2021		\$5,000.00	N
					Total	\$206,498.89	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	8/18/2020		\$3,750.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$8,250.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/10/2020		\$3,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$11,500.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/25/2020		\$5,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$24,000.00	N
Frank Brown	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/4/2021		\$4,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/22/2021		\$34,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/29/2021		\$34,450.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	2/4/2021		\$180,000.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	3/24/2021		\$47,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/6/2021		\$47,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	4/16/2021		\$22,500.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/16/2021		\$13,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/7/2021		\$13,500.00	N
Frank Brown	Chase	Vulcan Consulting Group LLC	X3588	5/11/2021		\$22,500.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/14/2021		\$36,000.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/25/2021	1039	\$625.00	N
Frank Brown	Bank of the West	The Litigation Practice Group PC	X3441	5/26/2021		\$2,108.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$36,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/2/2021		\$2,100.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/4/2021		\$50,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/24/2021		\$22,500.00	N
Frank Brown	Chase	Vulcan Consulting Group LLC	X3588	9/14/2021		\$2,108.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/20/2022		\$10,000.00	N
Frank Brown	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	11/15/2022		\$150,000.00	N
					Total	\$905,891.00	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Spectrum Payment Solution	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$64,383.60	N
Spectrum Payment Solution	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/13/2022	132	\$50,752.68	N
Spectrum Payment Solution	Chase	The Litigation Practice Group PC	X3158	3/15/2022	1166	\$30,357.14	N
					Total	\$145,493.42	
Home Energy Solutions Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$15,000.00	N
Home Energy Solutions Inc	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/17/2021		\$30,000.00	N
					Total	\$45,000.00	
JNR Services, Inc.	Chase	Vulcan Consulting Group LLC	X3588	4/22/2021		\$37,000.00	N
JNR Services, Inc.	Bank of the West	The Litigation Practice Group PC	X3441	5/17/2021	1.004E+09	\$31,500.00	N
JNR Services, Inc.	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/5/2021		\$74,991.76	N
JNR Services, Inc.	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$250,000.00	N
JNR Services, Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/7/2022	124	\$40,919.74	N
JNR Services, Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/25/2022		\$21,886.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	2/10/2022		\$20,000.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	3/9/2022	1158	\$16,678.57	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022		\$25,000.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	7/8/2022		\$35,000.00	N
JNR Services, Inc.	Chase	LPG VC; Alex Tarkoff	X6652	10/25/2022		\$42,500.00	N
JNR Services, Inc.	Chase	LPG VC; Alex Tarkoff	X6652	10/25/2022		\$32,500.00	N
JNR Services, Inc.	Chase	The Litigation Practice Group PC	X3158	11/15/2022		\$23,000.00	N
					Total	\$650,976.07	
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	8/14/2020		\$15,000.00	N
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$15,000.00	N
Cat Exteriors Inc	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/2/2020		\$15,000.00	N
					Total	\$45,000.00	
AZLS Enterprises Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	7/6/2021		\$130,226.82	N
AZLS Enterprises Inc.	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/6/2021		\$22,500.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	9/21/2021		\$65,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	9/22/2021		\$90,400.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	10/1/2021	10288	\$23,076.92	N
AZLS Enterprises Inc.	Optimum Bank	Coast Processing LLC dba LPG	X6738	11/8/2021		\$218,400.00	N
AZLS Enterprises Inc.	UnionBank	The Litigation Practice Group PC	X4858	11/23/2021		\$250,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	1/3/2022	1121	\$100,000.00	N
AZLS Enterprises Inc.	UnionBank	The Litigation Practice Group PC; IOLTA	X4874	1/7/2022	121	\$67,185.30	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	2/10/2022	1136	\$100,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/4/2022	1152	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/9/2022	1153	\$25,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/15/2022	1161	\$25,000.00	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022	1172	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	3/22/2022	1173	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	4/8/2022	1203	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	4/15/2022	1208	\$23,076.92	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	5/10/2022	1230	\$21,339.50	N
AZLS Enterprises Inc.	Chase	The Litigation Practice Group PC	X3158	6/6/2022	11407	\$23,000.00	N
					Total	\$1,273,038.30	

Payee	Bank Name	Account Name	Account Number	Transaction Date	Check Number	Payment	90 Day Transfer
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/1/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/15/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	9/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/14/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	10/29/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/12/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	11/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/14/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	12/30/2020		\$3,000.00	N
Investline Wealth Services	Wells Fargo	Vulcan Consulting Group LLC	X3193	1/6/2021		\$20,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	4/19/2021		\$6,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/7/2021		\$6,000.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	5/14/2021		\$1,500.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/4/2021		\$4,500.00	N
Investline Wealth Services	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	6/17/2021		\$4,500.00	N
Investline Wealth Services	Optimum Bank	COAST PROCESSING LLC DBA LITIGATION PRACTICE GROUP	X6712	8/26/2021		\$34,500.00	N
					Total	\$104,000.00	

EXHIBIT 3

Bank Name	Account Name	Account Number	Transaction Date	Debit/Charge	Payee	Post-Petition Transfer
Bank of America	Prime Logix LLC	X9201	4/6/2023	\$25,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	4/12/2023	\$20,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	5/1/2023	\$25,000.00	United Partnerships LLC	Y
Bank of America	Prime Logix LLC	X9201	5/12/2023	\$35,000.00	United Partnerships LLC	Y
			Total	\$105,000.00		

EXHIBIT 4

DEBT REPAYMENT AGREEMENT

This DEBT REPAYMENT AGREEMENT (this “*Agreement*”) is executed as of April 15, 2022 (the “*Effective Date*”), by and between THE LITIGATION PRACTICE GROUP PC, a California law corporation (the “*Company*”), and OXFORD KNOX, LLC, a Delaware limited liability company (“*Creditor*”). The Company and the Creditor may be collectively referred to as the “*Parties*,” and individually as a “*Party*.”

RECITALS

WHEREAS, the Company is provides legal services to clients in connection with debt resolution of the clients’ enrolled liabilities (the “*Business*”);

WHEREAS, the Creditor has in the past provided, directly or indirectly through its members, contractors, affiliates and/or predecessors-in-interest, funding for the Company’s operations, including funding for the recruitment, training and support related to marketing affiliates;

WHEREAS, despite good faith efforts, the Parties have been unable to establish the precise amount of the funding previously provided by the Creditor to the Company, and by way of compromise have agreed that Company is indebted to the Creditor in the amount of \$22,000,000 (the “*Indebtedness*”); and

WHEREAS, the Company and the Creditor have further agreed that the Indebtedness shall be satisfied and paid in full by (i) monthly payments set forth on Schedule 1 through October 2027; plus (ii) a balloon payment in the amount of \$10,000,000, payable solely in the event of a Sale of Business (as defined below) with respect to the Company.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The statements contained in the recitals set forth above are true and correct and by this reference are made a part of this Agreement.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms shall have the meanings indicated in this Section 2:

“*Net Proceeds from Sale of Business*” means the proceeds from a Sale of Business, as applicable, as determined after reduction for the following: (a) payment of all expenses related thereto, including any applicable commissions and other fees paid in connection therewith; and (ii) in the case of a Sale of Business, payments in satisfaction of any and all present and future indebtedness for borrowed money (other than the Indebtedness), obligations or liabilities of the Company.

“*Sale of Business*” means a sale, transfer, assignment, or other disposition by the Company or the Company’s shareholders of all or substantially all of the Business.

3. Debt Repayment. As payment in full of the Indebtedness, the Company agrees to make the following payments to the Creditor:

a. Monthly Payments. The Company shall repay \$12,000,000 of the Indebtedness in monthly installments in accordance with Schedule 1 through October 2027 or until a Sale of Business has occurred with respect to the Company, whichever comes first. Each such repayment installment shall be due and

payable on or before the 15th business day of each month (or such other time as may be mutually agreed upon by the Parties), with the first payment having been made on November 4, 2021. The Indebtedness repayment schedule may be revised from time to time by mutual agreement of the Parties by executing and amendment to Schedule 1.

b. Prepayments. The Company shall make monthly prepayments of the Indebtedness in the amount of Excess Cash Flow, as calculated by the Company in good faith consistent with past practice. Such prepayments shall be consistent with the Parties' agreement that the Company shall use commercially best efforts to repay the Indebtedness in its entirety by December 31, 2024.

c. Balloon Payment. At the time of a Sale of Business, the Company shall make a balloon payment to the Creditor, in full satisfaction of the Indebtedness, in the amount of (i) \$10,000,000, *plus* (b) if applicable, the principal outstanding amount at such time of the monthly installment obligations payable pursuant to Section 3(a), above together with the balance of any unpaid interest and other amounts payable thereunder (the "**Balloon Payment**"). The Balloon Payment shall be paid to the Creditor through the escrow or similar agreement, or arrangement established for such sale, provided, however, that the amount payable to the Creditor in the case of a Sale of Business pursuant to this Section 3(c) shall not exceed the Net Proceeds from Sale of Business.

4. Representations and Warranties.

a. The Company represents and warrants to the Creditor that (i) the Company is a California legal corporation duly organized, validly existing, and in good standing under the laws of the state of California, (ii) the Company has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement and the performance of the terms hereof by the Company have been duly authorized by all necessary action on the part of the Company, (iv) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated by the Company does not conflict in any material respect with, or constitute a material default under, the organizational documents of the Company, and does not violate any contract, instrument, or other agreement, whether written or oral to which the Company is a party or by which the Company is bound, (v) this Agreement constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, and (vi) the Company has all licenses, permits, consents and approvals required to be obtained by it from any regulatory agency exercising its authority over the Company in order for it to lawfully conduct its business, to perform its obligations hereunder and to receive the rights and benefits available to it hereunder except to the extent the failure to have any of the foregoing could not, singly or in the aggregate, reasonably be expected to have a material adverse effect on the Company.

b. the Creditor represents and warrants to the Company that (i) the Creditor is a Delaware limited liability company duly organized, validly existing, and in good standing under the laws of the state of Delaware, (ii) the Creditor has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement and the performance of the terms hereof by the Creditor have been duly authorized by all necessary action on the part of the Creditor, (iv) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated by the Creditor does not conflict in any material respect with, or constitute a material default under, the organizational documents of the Creditor, and does not violate any contract, instrument, or other agreement, whether written or oral to which the Creditor is a party or by which the Creditor is bound, (v) this Agreement constitutes the legal, valid, and binding obligation of the Creditor, enforceable against the Company in accordance with its terms, and (vi) the Creditor has all licenses, permits, consents and approvals required to be obtained by it from any regulatory agency exercising its authority over the Creditor in order for it to lawfully conduct its business, to perform its obligations hereunder and to receive the rights

and benefits available to it hereunder except to the extent the failure to have any of the foregoing could not, singly or in the aggregate, reasonably be expected to have a material adverse effect on the Creditor.

5. Confidentiality. The Parties agree that any and all Confidential Information (as defined herein) shall be used solely for the purposes of the lawful performance of this Agreement and shall not be used or disclosed to any third party except as authorized herein or by the Parties in writing.

a. Definition. As used in this Agreement, “**Confidential Information**” shall include (i) all information regarding an existing or potential client of the Company, (ii) each Party’s proprietary information, trade secrets or other business information that is either identified as or should otherwise be reasonably understood to be of a confidential nature, as may be disclosed to the other Party in connection with the performance of this Agreement, and (iii) this Agreement and the nature, terms and conditions of this Agreement.

b. Limited Use. Each Party agrees it shall not, without the prior written consent of the other Party or as permitted by the terms and conditions of this Agreement, do any of the following: (i) disclose any Confidential Information to any third party; (ii) permit any third-party access to such Confidential Information; or (iii) use Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

c. Exceptions. The confidentiality obligations imposed on the Parties by this section shall not apply to Confidential Information which, through no fault of a Party: (i) is required to be disclosed in order to comply with applicable laws and regulations, court orders or other process of law, (ii) is required to be made to any tax, banking or other regulatory authority, or legal or financial advisor of either Party, (iii) is made to such Party’s current or prospective lenders or investors, (iv) was already known to that Party prior to disclosure of the same Confidential Information by the other Party or is independently discovered by the Party, or (v) subsequently becomes available to the public at large without a breach of this Agreement.

d. Return of Confidential Information. Upon termination of this Agreement, both Parties shall return the Confidential Information of the other Party to the Party to which the Confidential Information belongs.

e. Enforcement. In the event of any breach of the obligations under this section, the Parties acknowledge that the Party adversely affected by the breach would have no adequate remedy at law to protect its Confidential Information, since the harm caused by such a breach could not be easily measured and compensated for in damages, and that in addition to such remedies as may be available, a Party may obtain injunctive relief including, but not limited to, specific performance.

f. Confidentiality of Agreement. The Parties agree that this Agreement and its terms are strictly confidential and shall not be disclosed to any person, firm, corporation, or other entity, orally or in writing, except as may be necessary to comply with applicable laws and regulations, court orders or other process of law, confer with a financial advisor, tax preparer, or lawyer regarding the subject matter of this Agreement, or to enforce this Agreement.

g. Survival. The provisions of this section shall survive the expiration or any termination of this Agreement or any addendum hereto.

6. Indemnification. The Parties agree to be responsible for their own actions, and each Party agrees to indemnify, defend and hold harmless the other party and such other Party’s directors, officers, employees and agents for, from and against all claims and losses of any type, including reasonable attorneys’ fees, in connection with, in whole or in part: (a) any negligent act or omission by, or any willful misconduct on the

part of, the indemnifying Party; (b) the indemnifying Party's failure to comply with any applicable federal, state, or local law; or (c) any breach of this Agreement by the indemnifying Party.

7. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any federal, state, provincial, territorial, local, or foreign law shall be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. Any reference to any contract or agreement (including schedules, exhibits and other attachments thereto), including this Agreement, shall be deemed also to refer to such contract or agreement as amended, restated, or otherwise modified, unless the context requires otherwise. The words "include," "includes," and "including" shall be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context requires otherwise. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Where this Agreement states that a Party "will" or "shall" perform in some manner or otherwise act or omit to act, it means that such Party is legally obligated to do so in accordance with this Agreement. The captions, titles, and headings included in this Agreement are for convenience only and do not affect this Agreement's construction or interpretation. Any reference to an Article, Section, or Schedule in this Agreement shall refer to an Article or Section of, or Schedule to, this Agreement, unless the context otherwise requires. This Agreement is for the sole benefit of the Parties and does not, and is not intended to, confer any rights or remedies in favor of any person (including any employee, director, shareholder or third party lender or service provider of a party) other than the Parties.

8. No Assignment by the Company. Except as set forth herein, the Company shall not assign, transfer, or otherwise alienate any or all of its rights or interest under this Agreement without the express prior written consent of the Creditor, which consent may be granted or withheld in the Creditor's sole discretion.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede (a) all prior oral or written proposals or agreements, (b) all contemporaneous oral proposals or agreements, and (c) all previous negotiations and all other communications or understandings between the Parties, in each case with respect to the subject matter hereof.

10. Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, facsimile, email or other generally accepted means of electronic transmission, or mail (with postage prepaid), to the following addresses:

If to the Company, to:

The Litigation Practice Group PC
17542 E 17th Street
Suite 100
Tustin, CA 92780
Fax No.: 949-715-0648
Email: admin@LPGLaw.com
Attention: Daniel S. March

If to the Creditor, to:

Oxford Knox, LLC
c/o Rick R. Emmett
300 S. Harbor Blvd., Suite 1000
Anaheim, CA 92805
Fax No.: (714) 563-1316
Email: remmett@investlincadvisors.com
Attention: Rick R. Emmett, Manager

or to such other addresses or telecopy numbers as may be specified by like notice to the other Party.

11. Severability. If any term or other provision of this Agreement shall be determined by a court, governmental authority, or arbitrator to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal, or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

12. Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

13. Binding Effect. This Agreement binds and benefits the Parties and their respective successors and permitted assigns. Other than those persons entitled to indemnity hereunder, there are no third-party beneficiaries having rights under or with respect to this Agreement.

14. Waiver. A provision of this Agreement may be waived only by a writing signed by the Party intended to be bound by the waiver. A Party is not prevented from enforcing any right, remedy, or condition in the Party's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the Party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a Party's rights and remedies in this Agreement is not intended to be exclusive, and a Party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

15. Disputes.

a. Dispute Resolution. Except with respect to a Party's request for equitable or provisional relief or to otherwise protect its Confidential Information provided under this Agreement, no civil action, proceeding as set forth below with respect to any dispute, controversy or claim arising out of, or relating to, or in connection with, this Agreement, or the breach, termination, or validity hereof, including the validity of this dispute resolution provision (each of which dispute, controversy, or claim will be termed a "Dispute") between the Parties may be commenced, nor may a Party terminate any portion of this Agreement for a material breach of a material warranty, representation, covenant or obligation of this Agreement, until the Parties have first attempted to resolve the Dispute amicably in good faith.

b. Arbitration of Disputes. If the Parties cannot resolve a Dispute pursuant to Section 15(a) above, any and all disputes under this Agreement shall be resolved by final and binding arbitration pursuant to JAMS Rules of Arbitration. Such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect. The decision by the arbitrator shall be final and binding, may be confirmed by a court of competent jurisdiction and judgment shall be entered thereon. The arbitration shall be conducted in Orange County, California. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration (e.g., to compel arbitration) or from seeking equitable or provisional relief from a court of competent jurisdiction.

c. Confidentiality of Proceedings. The Parties agree that any arbitration proceedings hereunder will be treated as the Confidential Information of both Parties and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration. In addition, if a Party's Confidential Information is required to be disclosed pursuant to an arbitration proceeding or other judicial proceeding, the Receiving Party shall treat the Disclosing Party's Confidential Information pursuant to the terms of Section 5 (Confidentiality).

d. Attorneys' Fees and Costs. The prevailing Party in any arbitration or other legal proceeding shall be entitled to recover its reasonable fees and costs (including attorneys' fees) associated with the dispute from the other Party. The arbitrator shall determine who is the prevailing Party and award reasonable attorney fees.

e. Choice of Law. This arbitration provision (including the validity and applicability of the agreement to arbitrate, the conduct of any arbitration of a Dispute, the enforcement of any arbitral award made hereunder and any other questions of arbitration law or procedure arising hereunder) and its interpretation, any and all Disputes between the Parties arising out of or relating to this Agreement in any manner, shall be governed by and construed in accordance with the substantive internal laws of the State of California, excluding its conflicts of law rules.

16. Relationship of Parties. This Agreement does not create a fiduciary relationship, partnership, joint venture, or relationship of trust or agency between the Parties. Each Party shall have the obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed under this Agreement and shall be liable for all acts or omissions of its employees and agents in performing their respective obligations hereunder. The Company understands and agrees that it has complete control over the operation and decision making of its business.

17. Further Assurances. From time to time, each Party agrees to execute and deliver such additional documents and will provide such additional information and assistance as any Party may reasonably require to carry out the terms of this Agreement.

18. Survival. The Parties agree that the provisions of this Agreement that by their terms or nature are intended to survive the termination of this Agreement shall survive such termination.

19. No Publicity. Neither Party shall issue a press release announcing the Parties' business relationship, without the prior, written consent of the other Party as to the context and content of such materials or press release. Each Party shall have the right to terminate its consent at any time and for any reason by providing written notice to the other Party.


20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, when taken together, shall be one and the same document.

Each Party may rely upon a “pdf” counterpart of this Agreement signed by the other Party with the same effect as if such Party had received an original counterpart signed by such other Party.


[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Debt Repayment Agreement to be effective as of the Effective Date.

OXFORD KNOX, LLC

By: 
Name: Rick R. Emmett
Title: Manager/Secretary

THE LITIGATION PRACTICE GROUP PC

By: 
Name: DANIEL MARCH
Title: MANAGING SHAREHOLDER

SCHEDULE 1

REPAYMENT SCHEDULE

Starting Balance: \$12,000,000.00
Annual Interest Rate: 10.0%
Repayment Period: 72 months
Start Date: November 1, 2021

Repayment Date	Repayment Installment	Remaining Balance
November 2021	\$757,454.09	\$11,334,950.40
December 2021	\$0	\$11,431,219.84
January 2022	\$629,090.35	\$10,896,899.08
February 2022	\$357,142.30	\$10,620,609.71
March 2022	\$0	\$10,343,421.67
April 2022	\$200,000.00	\$10,226,792.26
May 2022	\$200,000.00	\$10,111,951.32
June 2022	\$200,000.00	\$9,993,419.41
July 2022	\$200,000.00	\$9,876,596.40
August 2022	\$200,000.00	\$9,758,781.19
September 2022	\$200,000.00	\$9,637,346.52
October 2022	\$200,000.00	\$9,517,499.32
November 2022	\$200,000.00	\$9,394,081.51
December 2022	\$200,000.00	\$9,272,168.23
January 2023	\$200,000.00	\$9,149,219.52
February 2023	\$200,000.00	\$9,017,871.07
March 2023	\$200,000.00	\$8,892,762.58
April 2023	\$200,000.00	\$8,764,209.94
May 2023	\$200,000.00	\$8,636,947.06
June 2023	\$200,000.00	\$8,506,291.83
July 2023	\$200,000.00	\$8,376,838.42
August 2023	\$200,000.00	\$8,246,285.54
September 2023	\$200,000.00	\$8,112,419.40
October 2023	\$200,000.00	\$7,979,620.77
November 2023	\$200,000.00	\$7,843,562.86
December 2023	\$200,000.00	\$7,708,480.79
January 2024	\$200,000.00	\$7,572,251.45
February 2024	\$200,000.00	\$7,428,805.70
March 2024	\$200,000.00	\$7,290,201.04
April 2024	\$200,000.00	\$7,148,476.66
May 2024	\$200,000.00	\$7,007,491.12
June 2024	\$200,000.00	\$6,863,443.11
July 2024	\$200,000.00	\$6,720,036.73
August 2024	\$200,000.00	\$6,575,412.39
September 2024	\$200,000.00	\$6,431,306.41
October 2024	\$200,000.00	\$6,287,644.25
November 2024	\$200,000.00	\$6,137,679.68
December 2024	\$200,000.00	\$5,988,109.29
January 2025	\$200,000.00	\$5,837,268.58
February 2025	\$200,000.00	\$5,680,513.38
March 2025	\$200,000.00	\$5,527,060.20
April 2025	\$200,000.00	\$5,370,844.26
May 2025	\$200,000.00	\$5,214,761.02
June 2025	\$200,000.00	\$5,055,978.23
July 2025	\$200,000.00	\$4,897,220.79

August 2025	\$200,000.00	\$4,737,114.99
September 2025	\$200,000.00	\$4,574,406.35
October 2025	\$200,000.00	\$4,411,558.84
November 2025	\$200,000.00	\$4,246,174.39
December 2025	\$200,000.00	\$4,080,539.16
January 2026	\$200,000.00	\$3,913,497.16
February 2026	\$200,000.00	\$3,741,984.27
March 2026	\$200,000.00	\$3,572,066.87
April 2026	\$200,000.00	\$3,399,782.49
May 2026	\$200,000.00	\$3,226,958.73
June 2026	\$200,000.00	\$3,051,837.84
July 2026	\$200,000.00	\$2,876,058.93
August 2026	\$200,000.00	\$2,698,787.10
September 2026	\$200,000.00	\$2,520,694.27
October 2026	\$200,000.00	\$2,341,675.89
November 2026	\$200,000.00	\$2,159,278.71
December 2026	\$200,000.00	\$1,975,919.16
January 2027	\$200,000.00	\$1,791,002.31
February 2027	\$200,000.00	\$1,603,207.26
March 2027	\$200,000.00	\$1,415,124.91
April 2027	\$200,000.00	\$1,225,112.23
May 2027	\$200,000.00	\$1,033,818.67
June 2027	\$200,000.00	\$840,671.97
July 2027	\$200,000.00	\$646,113.29
August 2027	\$200,000.00	\$449,902.20
September 2027	\$200,000.00	\$252,093.13
October 2027	\$252,093.13	\$0.00

Oxford Knox LLC
LPG Loan Calculations per agreement dated April 15, 2022

November 1, 2021 - June 30, 2023

<u>From Date</u>	<u>To Date</u>	<u>Days</u>	<u>Total Pd</u>	<u>Principal</u>	<u>Interest</u>	<u>Beq Bal</u>	<u>Int</u>	<u>Annual</u>	<u>Per Day</u>	<u>Interest Amt</u>	<u>Ending Bal</u>
11/01/21						\$12,000,000.00					\$12,000,000.00
(Per Schedule 1 of agreement dated 4/15/22)											
11/01/21	Payment		\$757,454.09	\$665,049.60	\$92,404.49						\$11,334,950.40
01/01/22	Payment		\$629,090.35	\$438,051.32	\$191,039.03						\$10,896,899.08
02/01/22	Payment		\$357,142.30	\$276,289.37	\$80,852.93						\$10,620,609.71
03/01/22	03/11/23	375					10%	\$1,062,060.97	\$2,909.76	\$1,091,158.53	\$11,711,768.24
03/11/23	Notice of Default Balloon Payment					\$10,000,000.00					\$21,711,768.24
03/11/23	06/30/23	111					10%	\$2,171,176.82	\$5,948.43	\$660,275.69	\$22,372,043.93
Totals			\$1,743,686.74	\$1,379,390.29	\$364,296.45	\$22,000,000.00				\$1,751,434.22	\$22,372,043.93

7/20/2023 Updated/jaw

EXHIBIT 5

Payee	Bank Name	Account Name	Account Number	Transaction Date	Payment	90 Day Transfer
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	2/11/2022	\$5,344.99	N
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	3/11/2022	\$190,271.26	N
LPG PC; Syed Gilani	Chase	The Litigation Practice Group PC	X3158	4/19/2022	\$254,488.04	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	8/15/2022	\$2,638.06	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	9/2/2022	\$80,906.55	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	11/16/2022	\$84,078.06	N
LPG PC; Syed Gilani	Bank of America	Vulcan Consulting Group LLC dba DRD	X9551	1/13/2023	\$78,910.81	Y
				Total	\$696,637.77	

PROOF OF SERVICE

I am over the age of 18 and not a party to this case. My business address is **655 W. Broadway, Suite 800, San Diego, California 92101.**

True and correct copies of the **TRUSTEE'S SECOND AMENDED COMPLAINT** will be served in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 13, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Leslie A Cohen** - leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;
bryn@lesliecohenlaw.com
- **Yosina M Lissebeck** - yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com;
ayrton.celentino@dinsmore.com
- **Richard A Marshack (TR)** - pkraus@marshackhays.com, ecf.alert+Marshack@titlexi.com
- **Tyler Powell** - tyler.powell@dinsmore.com, lydia.tharp@dinsmore.com;
wendy.yones@dinsmore.com
- **United States Trustee (SA)** - ustpregion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **August 13, 2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Scott C. Clarkson
United States Bankruptcy Court
Ronald Reagan Federal Building & Courthouse
411 West Fourth Street, Suite 5130/Room 5C
Santa Ana, CA 92701-4593

Bae Enterprises, Inc.
Attn: Cloud Peak Law LLC, Registered Agent
1095 Sugarview Drive, Suite 500
Sheridan, WY 82801

3. BY ELECTRONIC MAIL: On **August 13, 2025**, I caused such documents described herein to be sent to the person(s) at the e-mail addresses listed below. I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

David M. Goodrich, Esq. - dgoodrich@go2.law
Jeffrey I. Golden, Esq. - jgolden@go2.law
Anerio Altman, Esq. - aaltman@go2.law

1 **4. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE**
2 **TRANSMISSION OR EMAIL:**

3 Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served
4 the following persons and/or entities by personal delivery, overnight mail service, or (for those who
5 consented in writing to such service method), by facsimile transmission and/or email as follows.
6 Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the
7 judge will be completed no later than 24 hours after the document is filed.

8 I declare under penalty of perjury under the laws of the United States that the foregoing is true
9 and correct.

10 August 13, 2025

11 *Date*

12 Wendy A. Yones

13 *Printed Name*

14 */s/ Wendy A. Yones*

15 *Signature*

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

3070 Bristol St., Suite 640, Costa Mesa, CA 92626

A true and correct copy of the foregoing document entitled (*specify*): **REQUEST FOR JUDICIAL NOTICE AND DECLARATION OF DAVID M. GOODRICH IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **August 18, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:
Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; bryn@lesliecohenlaw.com
Yosina M Lissebeck Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com; ayrton.celentino@dinsmore.com
Richard A Marshack (TR) pkraus@marshackhays.com, ecf.alert+Marshack@titlexi.com
Tyler Powell tyler.powell@dinsmore.com, lydia.tharp@dinsmore.com; wendy.yones@dinsmore.com
United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **August 18, 2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Scott C. Clarkson
United States Bankruptcy Court
Central District of California
411 W. 4th St., Ste 5130/Ctrm 5C
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

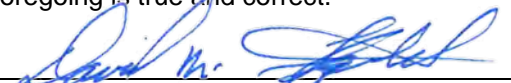
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 18, 2025

Date

David M. Fitzgerald

Printed Name


Signature